MC0348

Agreement

for the appointment of architects, surveyors and engineers for commissions in the National Health Service (1995 Edition)

Volume 1:
Scheme particulars
Conditions of appointment
Provision for fees and expenses
Specimen certificates
Definitions
Memorandum of agreement

UK Health Departments

NHS Estates
An Executive Agency of the Department of Health

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London: HMSO

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First published 1987
Third edition 1995

ISBN 0 11 322201 7

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About this publication

This agreement has been prepared by NHS Estates for use in connection with commissions in the National Health Service. It relates specifically to NHS procedures and documentation and is not suitable, without review and modification, for use in connection with commissions from other clients.

It has been produced following discussions with:

- The Royal Institute of British Architects (RIBA);
- The Royal Institution of Chartered Surveyors (RICS);
- The Association of Consulting Engineers (ACE);
- The Association of Project Managers (APM);
- Professional Estates Interests in the National Health Service (NHS).

It is compatible with:

- the Agreement for the appointment of project managers for commissions for construction projects in the National Health Service (1995 Edition);
- the Capital Investment Manual.

This volume (Scheme particulars; Conditions of appointment; Provisions for fees and expenses; Specimen certificates; Definitions and Memorandum of agreement) forms the agreement together with Volume 2 – supplementary annexure and Volume 3 – supplement for Construction (Design and Management) Regulations.

Agreement: Volume 1

Agreement for the appointment of:

_____

Address:

_____

_____

in connection with the construction

of: _____

at _____

for: _____

Scheme: _____

Scheme No: _____

Date: _____

The agreement is subdivided as follows:

Volume 1

Part 1. Scheme particulars

Part 2. Conditions of appointment

Part 3. Provision for fees and expenses

Part 4. Specimen certificates

Part 5. Definitions

Part 6. Memorandum of agreement

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Supplementary annexure

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Work stages 2 to 8
- Design and build contract strategy

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(Engineering services and associated equipment)

1.0 Scheme particulars

This part describes the scheme in relation to site, size, cost, target dates, participants, contract strategy, documentation available from the client, client's procedures and meetings to be attended.

For an appointment at stage 0, 1, 7, or 8, clauses that cannot be completed should be deleted by the client.

Scope of appointment/scheme

1.1 Location:

_____

_____

1.2 General description (including site area, approximate gross floor area, extent of alterations/refurbishment/new build):

_____

_____

_____

_____

1.3 Phasing of the works:

_____

_____

Estimated cost

1.4 The cost of the works (building and engineering) at stage _____ (see clause 3.1) is estimated to be:

New build £ _____ (_____ index (insert name) _____ level)

Alterations and extensions £ _____ (_____ index (insert name) _____ level)

Target dates

1.5 *(Client to insert work stages and dates)*:

Stage	Start	Finish

Project director

1.6 *(Identify individual and position)*

Project manager

1.7 *(Name of firm, professional discipline or individual if known)*

Design team*

1.8 It is the intention to appoint the following consultants (*state "yes" or "no" and name of firm if known) (client to identify discipline of lead consultant*):

Planning supervisor

Lead consultant

Architect/building surveyor

Quantity surveyor

Structural engineer

Services engineer

Others (please list)

Contract strategy

1.9 The contract strategy is likely to be:

1.10 The contract administrator within the terms of the building contract will be (*insert discipline*)*:

_____

_____

1.11 The employer's agent within the terms of the design and build contract will be (*insert discipline*)*:

_____

_____

**Client to delete clause not appropriate to proposed contract strategy.*

Site inspection staff

1.12 The following site inspection staff shall be appointed*:

a. By the client _____

b. By the consultant _____

**Client to delete clause if not appropriate to proposed contract strategy.*

Details of documentation

1.13 The client requires (*insert number*) copies of reports, budgets, programmes, drawings, maps, photographs and other records produced by the consultant (for payment see clause 3.11).

The main contract/method of measurement

1.14 Form of contract _____

1.15 Edition of the standard method of measurement _____

1.16 Firm price or fluctuating _____

1.17 Fluctuations method _____

1.18 Construction period _____

Client's procedures/requirements

1.19 Capital Investment Manual (CIM).

1.20 Specific NHS body/scheme requirements (*specify*):

_____

_____

_____

Meetings

1.21 The consultant will be required by the client to attend the following meetings. These are in addition to those necessary to perform the consultant's duties as set out in schedule 1 of the memorandum of agreement (for payment see clause 3.20). (*Client to identify any particular requirements in terms of purpose, location, timing, frequency etc*):

_____

_____

_____

2.0 Conditions of appointment

This part describes the conditions which normally apply to a consultant's appointment. If different or additional conditions apply, they are set out in the memorandum of agreement, Articles 6.15 and 6.16.

Generally

Duration of commission

2.1 The appointment of the consultant will commence from the date of the memorandum of agreement and the commission, unless suspended or terminated, shall be deemed to be completed on the conclusion of the duties as set out in schedule 1 of the memorandum of agreement and listed in the supplementary annexure (see Volume 2) attached thereto.

Objectives and obligations of the consultant

Scope of duties

2.2 The duties to be performed by the consultant are those recorded in schedule 1 of the memorandum of agreement and the supplementary annexure (see Volume 2) attached thereto.

Attendance at meetings

2.3 In performing the duties recorded in schedule 1 of the memorandum of agreement, the consultant shall arrange and attend all meetings necessary to their proper execution. Additional meetings required by the client are recorded in clause 1.21 of the scheme particulars.

Additional duties

2.4 The consultant is not to perform any duties other than those recorded in schedule 1 of the memorandum of agreement and listed in the supplementary annexure unless the project director/project manager through the lead consultant/employer's agent instructs the consultants otherwise, or the consultant has informed the project director/project manager through the lead consultant/ employer's agent of the need for the additional duties, the reasons, the effect on the cost of the works and any additional fees required, and has obtained the approval of the project director in writing. Any such approval shall indicate the maximum budget for fees and works where appropriate which should not be exceeded without further approval having been obtained. These shall be conditions precedent to any payment being due from the client.

Information from the consultant

2.5 The consultant shall provide information to the project director/project manager through the lead consultant/employer's agent in accordance with the programme defined in clause 2.14.

Duty of care

2.6 The consultant is to exercise reasonable skill, care and diligence in the discharge of the duties agreed to be performed by him in relation to this commission. Submission of drawings, calculations, specifications and other documentation produced by the consultant for comment by the project director/project manager shall not relieve the consultant of this responsibility. If in the performance of his/her duties the consultant has a discretion exercisable as between the client and any other body the consultant shall exercise his/her discretion fairly.

Co-ordination of consultant's services

2.7 Co-ordination and integration of the activities of consultants however employed shall be the responsibility of the lead consultant or the employer's agent identified in article 6.3 of the memorandum of agreement.

Collaboration between consultants

2.8 The consultant shall take account of the role of the lead consultant and collaborate with the lead consultant and other members of the design team and with other professional consultants employed by the client and in the client's employment.

Responsibility for incorporation of work by others

2.9 Where the consultant is required by the client/project manager to incorporate design details or other information provided by others, including other members of the design team. This responsibility shall be limited to the extent required for his/her own duties.

Changes caused by the project director

2.10 The consultant shall provide the project director/ project manager through the lead consultant/employer's agent with the cost and programme consequences of any material alteration, addition to or omission from the scheme caused or proposed by the project director. This

information is to be provided before the project director takes a final decision.

Changes not caused by the project director

2.11 The consultant shall not cause to be made any material alteration, addition to or omission from the approved design except if found necessary during construction for urgent constructional reasons in which case the consultant shall inform the project director/project manager through the lead consultant/employer's agent without delay of the time and cost implications. The consultant shall promptly inform the project director/ project manager in writing of anything, the likely effect of which the consultant believes would be to either vary the scheme, or to materially change the financial viability, quality or function of the scheme.

Progression between work stages

2.12 The consultant shall obtain approval in writing from the project director/project manager before proceeding between the work stages described in schedule 1 of the memorandum of agreement. Only those stages authorised shall be eligible for payment.

Programme

2.13 The consultant shall prepare and submit a programme (using the target dates in clause 1.5) of the scheme particulars to the lead consultant/employer's agent within 14 days of the execution of this agreement. The lead consultant/employer's agent shall then co-ordinate all appointed consultants' programmes and submit a programme for the scheme to the project director/project manager who shall be entitled to reject the programme if it either fails to incorporate the information in this agreement and/or the consultant's brief or meet the client's objectives as stated in the full brief. The consultant shall submit a revision to the programme to the lead consultant/ employer's agent as soon as he is aware of any changes as defined in clauses 2.10 and 2.11.

Site inspection

2.14 The consultant shall visit the site at intervals as appropriate to the stage of construction and generally inspect the works for compliance with the contract documents.

Site inspection staff – resident

2.15 Where it is agreed through the lead consultant between the project director/project manager and the consultant that frequent or constant inspection by the consultant is necessary, a resident consultant may be appointed by the consultant on a full- or part-time basis provided that such appointment shall be subject to the project director's approval, which shall not be unreasonably withheld.

Site inspection staff – others

2.16 Where it is agreed, through the lead consultant, between the project director/project manager and the consultant that the nature of the works warrants either full-time or part-time inspection on site the project director shall not object to the appointment of such suitably qualified staff to enable such inspection to be carried out, provided that such staff are to be appointed for inspection only and not employed on site for other purposes.

Appointment of site inspection staff

2.17 Persons appointed pursuant to clause 2.16 shall be employed either by the client or the consultant directly provided that the client shall not employ any person unless the consultant has approved such person. Site staff, however employed, shall be under the consultant's direction and control but the consultant shall not be responsible for any failure on the part of staff employed other than by the consultant to comply properly with any instructions given by the consultant.

Terms of appointment of site inspection staff

2.18 The terms of service and scope of duties of site inspection staff to be appointed in accordance with clause 2.18 shall be subject to the approval of the project director/project manager which approval shall not be unreasonably withheld.

**Clauses 2.14 to 2.18 are not applicable to quantity surveyor appointments and may not be applicable to appointments where a design and build contract strategy is being used, the client should delete them if necessary and note any such deletion under article 6.16 of the memorandum of agreement.*

Obligation of the client

Duties of the client

2.19 The client shall nominate a project director who shall be responsible for the information and actions listed in schedule 2 of the memorandum of agreement, 'Agreement for the appointment of Project Managers for construction projects in the National Health Service', to enable the proper performance of the consultant's duties as stated in schedule 1 of the memorandum of agreement.

Construction (Design and Management) Regulations 1994

2.20 The client shall appoint a planning supervisor and a principal contractor in accordance with the provisions of the Construction (Design and Management) Regulations.

Information from the client

2.21 The project director shall nominate a project manager who shall be responsible for providing information and making such decisions as are necessary for the proper performance of the agreed duties as recorded in schedule 1 of the memorandum of agreement and the supplementary annexure (see Volume 2), all in accordance with the programme.

Provision of site accommodation and facilities

2.22 If article 6.11 of the memorandum of agreement has not been deleted by the client then the client shall be responsible for the provision of accommodation and facilities as specified by the consultant in article 6.11 of the memorandum of agreement provided that the project director agrees that the consultant's staff are necessarily employed on site or the client's premises for inspection purposes.

Ownership of documents and copyright

Copyright entitlement

2.23 Unless otherwise agreed, and subject to clauses 2.24 and 2.25, the copyright and all other intellectual property rights in all drawings, reports, specifications, pricing documents, calculations and other documents provided by the consultant in connection with the works shall be vested in the consultant.

Documentation provided by the client

2.24 Where standard documentation, including drawings, is provided by the client, copyright of such documentation and drawings shall remain vested in the client.

Client's licence and restrictions

2.25 The client shall have a licence to copy and use such drawings, reports, specifications, pricing documents, calculations, and other documents for information to facilitate future extension, alteration, maintenance or repair of the works. The client, upon payment or tender of any fees due, shall have a licence to copy and use such drawings and other documents and to reproduce the designs contained therein for any purpose agreed between the client and consultant related to the extension, alteration, maintenance or repair of the works. The consultant shall not be liable for any such use by the client or its appointee of any drawings or other documents for any purpose other than that for which the same were prepared and provided by the consultant. Save as aforesaid the client shall not make copies of such drawings and other documents nor shall he use the same in connection with the making or improvement of any works other than those comprised the works without the prior approval of the consultant, which approval shall not be unreasonably withheld, and upon such terms as may be agreed between the client and consultant.

Consultant's rights of publication

2.26 The consultant shall not communicate with the media or any outside body or publish or display alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the works without prior written consent from the client, which consent shall not be unreasonably withheld.

Client's use of priced documents

2.27 Priced documents may be used by the client for the purpose of indexing and analysis, without prior approval by the consultant.

Professional Indemnity insurance

Extent of insurance cover

2.28 The consultant shall take out and maintain throughout the period, from the date of commencement of his services under this commission, professional indemnity insurance in respect of the consultant's business generally. The professional indemnity insurance shall be maintained until the expiration of six years, provided that it can be obtained at reasonable market rates, from the date of completion of his commission. The level of indemnity shall be as shown in the certificate set out in part 4 of this agreement.

Professional indemnity insurance certificate

2.29 The consultant shall, whenever required by the project manager, produce to the project director a certificate, in the form set out in part 4 of this agreement, signed by or on behalf of the insurers.

Certification

Certification generally

2.30 The consultant shall provide the project director/ project manager with completed certificates when required to do so.

Specimen certificates

2.31 The consultant shall ensure that the certificates included in part 4 of this agreement are provided when required in the plan of work in schedule 1 of the memorandum of agreement.

Assignment and sub-contracting

Assignment by the consultant

2.32 The consultant shall not assign the whole or part of the benefit or in any way transfer the obligations of this agreement or any part thereof without the consent of the client.

Assignment by the client

2.33 The client reserves the right to assign the whole or any part of the benefit or transfer obligations of the agreement or any part thereof to another NHS body without the consent of the consultant.

Sub-contracting

2.34 The consultant shall not sub-contract any of the duties under this agreement without the consent of the client.

Variation, extension, suspension or termination

Variation or extension by the client

2.35 The client may vary or extend in time the performance of the whole or part of the agreed duties by giving reasonable notice in writing to the consultant. In such notice the project director shall specify the duties affected.

Suspension or termination by the client

2.36 The client may suspend or terminate the performance of the whole or part of the agreed duties by giving reasonable notice in writing to the consultant. In such notice the client shall specify the duties affected and the reason for suspension or termination.

2.37 Suspension or termination by the client shall be permitted in the following circumstances:

a. the client has decided to suspend or terminate the scheme;

b. non-performance by the consultant;

c. breach of the provisions of this agreement by the consultant;

d. the consultant becoming bankrupt or insolvent.

Resumption of duties

2.38 If the consultant has not been given instructions to resume any work suspended under clauses 2.36 and 2.37a within six months from the date of suspension, the consultant may make written request for such instructions, which must be given in writing. If these have not been received within 30 days of the date of such request the consultant shall have the right to treat the appointment as terminated.

Suspension or termination by the consultant

2.39 The consultant may suspend or terminate the performance of the agreed duties on the expiry of reasonable notice given in writing to the client. In such notice the project manager shall specify the duties affected and the reason for suspension or termination.

2.40 Suspension or termination by the consultant shall be permitted in the following circumstances:

a. the client has not provided an instruction to resume work under clause 2.38;

b. breach of the provisions of this agreement by the client.

Death or incapacity of the consultant's key personnel

2.41 Should the consultant through death or incapacity be unable to perform the whole or part of agreed duties, this agreement shall thereby be terminated.

Delivery of documents

2.42 On termination of the performance of the whole or part of the agreed duties and on satisfactory delivery of all drawings, reports, calculations, production information and any other documentation prepared by the consultant to the project director, the consultant shall be paid all due fees and expenses.

Settlement of disputes

Adjudication

2.43 Any difference or dispute arising out of this agreement shall be referred to the adjudicator named in article 6.14 of the memorandum of agreement within 28 days of either party being made aware of the occurrence of the difference or dispute.

2.44 The party that is first made aware of the occurrence of the difference or dispute shall send a notice to the adjudicator with a copy of the notice being sent to the other party. The notice shall specify the matter in dispute and set out all the principal facts and arguments relating to it. Copies of all relevant documentation shall be attached to the notice.

2.45 The party to whom a copy of the notice required under clause 2.44 has been sent shall send representations to the adjudicator within 14 days of receipt of the copy of the notice.

2.46 The adjudicator shall notify his/her decision to the parties within 28 days from the date of receipt of the notice required under clause 2.44.

2.47 The decision of the adjudicator on any matter will be binding until completion, suspension or determination of the commission.

2.48 The adjudicator shall not be liable to the parties for breach of duty.

2.49 Payment of the adjudicator's fees shall be shared equally between the parties.

2.50 During the process of adjudication the performance of the agreed duties shall continue as if there were no difference or dispute.

2.51 If the adjudicator named in article 6.14 of the memorandum of agreement resigns or is unable to act, the parties shall choose a new adjudicator jointly.

2.52 If the parties have not chosen a new adjudicator jointly within 28 days of the adjudicator resigning or becoming unable to act, then the President of the Chartered Institute of Arbitrators shall be requested to nominate a new adjudicator.

Arbitration

2.53 If the following arises:

a. the adjudicator fails to provide his decision within the period specified in clause 2.46; **or**

b. the project director and/or the consultant disagree with the decision of the adjudicator and the duties under the commission have been completed;

then a difference or dispute arising out of the agreement shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Chartered Institute of Arbitrators. The award of such arbitrator shall be final and binding upon the parties.

By agreement

2.54 Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the agreement without recourse to arbitration.

Race Relations Act 1976

2.55 The consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment thereof relating to discrimination in employment.

2.56 The consultant shall take all reasonable steps to ensure observance of the provisions of the preceding clause by all servants, employees, agents or sub-contractors of the consultant.

Governing laws

(delete as applicable)

England and Wales

2.57 The application of these conditions shall be governed by the laws of England and Wales.

or

Alternative for Scotland

2.58 The application of these conditions shall be governed by the laws of Scotland.

or

Alternative for Northern Ireland

2.59 The application of these conditions shall be governed by the laws of Northern Ireland.

3.0 Provision for fees and expenses

This part defines the cost of the works in relation to the consultant and describes the methods of payment for the consultant's services and expenses.

Cost of the works

3.1 In this agreement, the cost of the works for the purposes of the calculation of fees where payable on a percentage basis as stated in article 6.6A or 6.6B, whichever is applicable, of the memorandum of agreement shall be:

a. **stages 0 and 1 duties** – the works cost at stage 0 or stage 1 agreed between the project director and the consultant at the end of stage 0 or stage 1 duties.

b. **Stages 2 and 3 duties** – the amount included in the accepted tender adjusted by:
   (i) **omitting** contingencies and daywork and percentages relating thereto from main and sub-tenders;
   (ii) **substituting** accepted tender amounts of the sub-contracts for any prime cost sums for mechanical, electrical and lift installations and the accepted tender amounts of the sub-contracts for any other prime cost sums accepted within three months of the date fixed by the client for receipt of tenders for the main contract, excluding any contingencies, daywork and percentages relating thereto;
   (iii) **apportioning** contractor's profit when substituting accepted sub-tenders, for prime cost sums;
   (iv) **adding** the cost of work for which the consultant has provided services but which is excluded from the main tender and which is agreed by the project director, subject to clauses 3.2 and 3.7 of these conditions;

c. **duties from stage 4 onwards** – the amount as defined in clause 3.1b above, further adjusted by:
   (i) **substituting** accepted tender amounts of sub-contracts for the remainder of prime cost sums excluding any contingencies, daywork and percentages relating thereto;
   (ii) **apportioning** contractor's profit when substituting accepted sub-tenders for prime cost sums;
   (iii) **adding** all fluctuations admissible under the contract;
   (iv) **adding** the value of all items provided by the project director or others and handed to the contractor for incorporation into the works;
   (v) **excluding** the cost of post-tender variations and claims for loss and expense by the contractor.

These definitions are subject to the following:

d. the cost of the works unless otherwise agreed between the consultant and the project director and recorded in the memorandum of agreement, shall include all group 1 and group 2 equipment planned into the project, costed and incorporated in the production information where such equipment is also procured or provided by the project director, installed, tested, set to work and commissioned within the main contract sum. Any second-hand materials, manufactured goods and machinery incorporated into the works shall be at the market value as if purchased new;

e. the cost of the works for the purposes of the calculation of fees where payable on a percentage basis shall **not** include any of the following:
   (i) group 3 or 4 equipment;
   (ii) administration expenses incurred by the client;
   (iii) costs incurred by the client under this agreement;
   (iv) client's interest on capital during construction and the cost of raising monies required for carrying out the works;
   (v) cost of land and wayleaves;
   (vi) other consultant's fees, statutory fees and salaries paid by the client;
   (vii) value added tax.

Cost of the works in the event of no tender being accepted

3.2 In the event that tenders are received but none is accepted, the cost of the works for stages 2 and 3 shall be based, in each case, upon the lower of the following:

a. the lowest bona fide tender adjusted in accordance with clause 3.1b. A bona fide tender shall mean a tender submitted in good faith without major errors of computation and not subsequently withdrawn by

the tenderer and will be subject to clause 3.7 in the event of high tenders;

b. the most recent works cost at stage 1 (full business case submission) approved by the project director, where necessary adjusted by applying any subsequent percentage change to Departmental Cost Allowances Guides promulgated by NHS Estates at the tender date, applied to both the departmental cost and the on-costs and subject to any subsequent change in the content of the work and revised cost previously notified by the design team and agreed by the project director.

Payment for duties

Methods of payment

3.3 The fees, except for those on a time-charge basis, shall be deemed to include the provision of everything necessary to perform the duties listed in schedule 1 of the memorandum of agreement. The sum payable by the client to the consultant shall be on a percentage, lump sum or time-charge basis as determined by article 6.6A or 6.6B (whichever is applicable) of the memorandum of agreement.

Payment on a percentage basis

3.4 Where payable on a percentage basis, the fees shall be calculated by applying the percentage recorded or calculated against each work stage in article 6.6A or 6.6B (whichever is applicable) of the memorandum of agreement to the cost of the works defined in clause 3.1 in respect of each such stage.

Payment on a lump sum basis

3.5 Where payable on a lump sum basis, the fees shall be calculated for each work stage in accordance with the apportionment recorded in article 6.6A (b)(v) or 6.6B (whichever is applicable) of the memorandum of agreement. The lump sum bid will be fixed in respect of work executed during the first 24 months after the date of this agreement. Thereafter, 90% of the outstanding balance of unpaid fees shall be adjusted at the end of each subsequent 12-month period by reference to the movements in the index stated in article 6.13 of the memorandum of agreement, calculated from the date 24 months after the date of this agreement to the mid-point of the relevant subsequent 12-month period. If the final period is less than 12 months, the mid-point of that final period shall apply.

Fees when works are phased

3.6 Where it is stated in the scheme particulars that the works are to be constructed in more than one phase, the percentage or lump sum recorded against each work stage in article 6.6A or 6.6B (whichever is applicable) of the memorandum of agreement shall be applied to the total cost of the works (as defined in clause 3.1) in respect of each stage. The resultant fee per stage shall be allocated between the said phases proportionate to the cost of each phase at each stage as defined in clause 3.1.

Basis of fees when excess tenders are received

3.7 When a tender is in excess of the sum previously approved by the project director, the additional cost to the consultant of effecting reductions and negotiating a revised tender with the contractor shall be calculated in accordance with clause 3.16 subject to the requirement that the consultant is not responsible for the excess tender. If the consultant is responsible for the excess tender then the cost to the consultant of effecting reductions and negotiating a revised tender shall be deemed to be included in the consultant's fees for his duties. The fees for the consultants's duties as described in clause 3.3 shall be based on the amount of the reduced tender figure.

Payment on a time-charge basis

3.8 Where payment is on a time-charge basis the scale of charges shall be as set out below.

Principals – hourly rates:

a. where a principal is specifically nominated by the project director to perform the duties, the principal's time shall be reimbursed at the rate per hour quoted in article 6.7a of the memorandum of agreement, or at such other rate as may be agreed between the project director and the consultant. The rate per hour quoted shall apply for one year from the date of the agreement and thereafter shall be adjusted at the beginning of each 12 month period by reference to the movements in the index stated in article 6.13 of the memorandum of agreement. Only expenses for travelling and subsistence shall be chargeable in accordance with clause 3.13 in addition to the hourly rates quoted;

b. principals doing work which they consider would normally be done by a member of staff shall be reimbursed at the rate per hour quoted in article 6.7b of the memorandum of agreement or such other rate as may be agreed between the project director and the consultant. For the purposes of this clause, the rate for a principal's time shall be calculated at the rate applicable to a senior professional member of staff in the firm;

Professional and technical staff – hourly rates

c. professional and technical staff time shall be reimbursed at the rate per hour quoted by the consultant in article 6.7b of the memorandum of

agreement in the categories stated or such other rate as may be agreed between the project director and the consultant. The rate per hour shall apply for one year from the date of this agreement and thereafter shall be adjusted at the beginning of each 12-month period by reference to the movements in the index stated in article 6.13 of the memorandum of agreement. The rate per hour shall include salary, payroll and other costs of employment. Only expenses for travelling and subsistence shall be chargeable in accordance with clause 3.13 in addition to the hourly rates quoted;

Travelling time:

d. time spent by principals, professional and technical staff on travelling in connection with the duties set out in schedule 1 of the memorandum of agreement shall be chargeable on the above basis, excluding travelling time between home and the normal work place;

Supervisory duties:

e. the supervisory duties of a principal shall be deemed to be included in the rate per hour quoted by the consultant in article 6.7b of the memorandum of agreement.

Secretarial and administrative staff

3.9 Time charges rates shall include the cost of providing secretarial staff or staff engaged on general accountancy or administrative duties.

Consultant's records

3.10 The consultant shall maintain records of time spent on services performed on a time-charge basis. The consultant shall make such records available to the project director upon reasonable request.

Travelling, subsistence and other expenses

3.11 Travelling, subsistence and other expenses shall be payable in accordance with article 6.8 of the memorandum of agreement and where provided to be included in a lump sum or percentage fee shall be deemed to include the cost of:

a. telex, facsimile and telephone calls;

b. postage and similar delivery charges;

c. travelling, hotel expenses and other similar expenses;

d. all printing, reproduction and purchase of all documentation, drawings, maps, photographs, manuals needed by the consultant and other members of the design team insofar as they are produced by the consultant for the proper performance of the duties relating to this particular commission including the numbers stated in clause 1.13 of the scheme particulars.

Additional expenses

3.12 The consultant shall be reimbursed for all expenses properly incurred in connection with the following:

a. advertising for tenders and site staff;

b. disbursements required by the client.

Travelling, subsistence and other expenses – where not included in lump sum or percentage fee

3.13 For time-based charges and where the items at clause 3.11 are not included in the lump sum or percentage fee recorded in article 6.6A or 6.6B (whichever is applicable) of the memorandum of agreement, the consultant shall be reimbursed in respect of travelling, subsistence and other expenses properly made at net cost. Where these services are carried out within the consultant's office, they shall be reimbursed at rates to be agreed between the consultant and the project director, taking into account commercial rates for similar services available on the open market. Travelling and subsistence shall be reimbursed at actual costs, up to the maximum rate applicable to staff in the National Health Service of equivalent status, and subject to the same conditions.

Site inspection staff

3.14 In addition to any other payment to be made by the client to the consultant under this agreement the client shall reimburse the consultant for site inspection staff in accordance with the following provisions:

a. **Salary and wages of site inspection staff:**

the consultant shall be reimbursed in respect of all salary and wage payments made by the consultant to site inspection staff employed by the consultant pursuant to Clause 2.16 and 2.17. If the consultant employs staff on site for other purposes other than inspection, reimbursement shall be included in the payment for the consultant's duties set out in article 6.6 of the memorandum of agreement;

b. **Payment for selection, engagement, and employment of site inspection staff:**

the consultant shall be reimbursed in respect of all other expenditure incurred by the consultant in connection with the selection, engagement and employment of site inspection staff. This shall include employer's contributions under any pension and life insurance schemes, employer's contributions payable under the national insurance acts, the redundancy payments act and any other payments in

respect of the employee by virtue of any statutory requirements;

c. **Head office and overhead costs:**

the consultant shall be paid an increment on the amount due under clause 3.14a calculated at the percentage recorded in article 6.10 of the memorandum of agreement in respect of head office overhead costs incurred on site inspection staff administration and for the reasonable running costs of such necessary site accommodation and other facilities including those of stationary, telex, facsimile, telephone calls and postage;

d. **Travelling and subsistence expenses:**

the consultant shall be reimbursed in respect of travelling and subsistence expenses for journeys required by the client in accordance with clause 3.13. The percentages stated in article 6.10 of the memorandum of agreement should include the cost of any travelling between the consultant's office and the site.

Site accommodation

Payment for site accommodation and equipment

3.15 Where the client has not deleted article 6.11 of the memorandum of agreement, the client shall be responsible for the cost of providing and maintaining site accommodation and equipment specified in article 6.11 of the memorandum of agreement by the consultant, provided that the project director agrees that the consultant's staff are necessarily employed on site or on the client's premises for site inspection purposes.

Changes

Pre-contract changes (work stages 0-3)

3.16 Where the extent of the scheme and/or the scope of the consultant's duties is varied pre-contract, fees and expenses shall be adjusted accordingly subject to prior written agreement with the project director.

Post-contract changes (stage 4 onwards)

3.17 Where the works are varied by the project director, post-contract fees and expenses for the consultant's services in connection with such variations shall be negotiated between the project director and consultant to produce an agreed lump sum, or in accordance with the scale of charges as described in clause 3.8.

Extra work and expense

3.18 Where the consultant is involved in extra work and expense for reasons beyond the consultant's control and other than is provided for under clauses 3.15 and 3.16 additional fees shall be due, and shall be an agreed lump sum or in accordance with the scale of charges as described in clause 3.8.

Payment for additional duties

Fees for additional duties required by the client

3.19 For additional duties not normally necessary such as those in connection with contractor's claims and all similar duties where the project director specifically instructs the consultant in writing, the charges shall be an agreed lump sum or in accordance with the scale of charges as described in clause 3.8.

Fees for attendance at meetings required by the project director

3.20 For attending client meetings required by the project director as specified in clause 1.21 of the scheme particulars, the consultant shall be reimbursed in accordance with article 6.9 of the memorandum of agreement.

Use of computers and/or other special equipment

Computers and/or other special equipment – where no extra fees are payable

3.21 Where the consultant in performing his/her duties decides to use a computer and/or other special equipment it shall be at no extra charge to the client unless the project director has specifically requested the development and/or use of special programs.

Where extra fees are payable

3.22 Where reimbursement is due by virtue of a specific request as described in clause 3.21, the client shall pay the consultant for the time spent by staff in connection with the use of a computer and/or other special equipment including the development and writing of programs and the use of the computer. Payment shall be in accordance with the scale of charges described in clause 3.8 plus a previously agreed charge for the use of the computer and/or special equipment. Alternatively a lump sum, which includes both staff time and computer and/or special equipment charges, may be agreed prior to the work being carried out.

Statutory fees

Payment of statutory fees

3.23 The client shall pay all fees in respect of applications under planning and other statutory requirements.

Suspension, resumption and termination

Fees on suspension or termination

3.24 On suspension or termination of the consultant's appointment under clauses 2.36, 2.38 or 2.39, the consultant shall be entitled to fees for all work completed at the date of suspension or termination.

Reimbursement during suspension

3.25 During any period of suspension the consultant shall be reimbursed by the client for costs necessarily incurred under the appointment up to the date of resumption or termination.

Fees on resumption

3.26 On resumption within six months of suspension, previous payments shall be regarded as payments on account towards the total fee.

Reimbursement on termination by the client

3.27 Where the consultant's appointment is terminated by the client under clause 2.36, the consultant shall be reimbursed by the client for costs, excluding loss of profit, necessarily incurred in connection with work up to the date of termination or arising as a result of the termination.

Fees where the scheme does not proceed beyond stage 0 or 1

3.29 Where article 6.6A of the memorandum of agreement is applicable and the scheme does not proceed beyond stage 0 or 1, the fee structure stated in article 6.6A(b) of the memorandum of agreement shall not apply and the consultant shall be paid in accordance with article 6.6A(a) of the memorandum of agreement.

Reimbursement on termination by the consultant

3.30 Where the consultant terminates the appointment under clause 2.39, the client shall be responsible for costs necessarily incurred by the consultant arising as a result of the termination.

Payment of accounts

Submission of accounts and documentary evidence

3.31 Accounts for payment of fees and/or expenses and disbursements shall be submitted to the project director at the intervals stated in article 6.12 of the memorandum of agreement. Interim payments of fees shall be proportionate to the extent to which the commissioned duties have been discharged. Accounts for time-charge based duties and/or travelling, subsistence and other expenses shall be accompanied by documentary evidence of the time and expenses incurred. Such time charges and/or travelling, subsistence and other expenses shall be in respect of the whole of the period since the preceding interim payment.

Payment of accounts

3.32 All sums due from the client to the consultant under the agreement shall be paid within 30 days of submission by the consultant of his account to the project director.

3.33 Where the consultant sub-contracts any of the duties forming part of this agreement there shall be included in the conditions of appointment of the sub-contractor a term which requires that payment be made to the sub-contractor within a period not exceeding 30 days from receipt of a fee account by the consultant from the sub-contractor.

Value Added Tax – in relation to fees and expenses

3.34 All fees and expenses set out in this agreement are exclusive of Value Added Tax, the amount of which, at the rate and in the manner prescribed by law, shall be paid by the client to the consultant.

4.0 Specimen certificates

This part contains specimens of the certificates referred to in the agreement that are required to be signed by the respective consultants as indicated therein:

- 4.1 – insurer's certificate of professional indemnity insurance;
- 4.2 – full brief acceptance certificate (consultant's certificate);
- 4.3 – full brief acceptance certificate (NHS body's, project manager's and lead consultant's certificate);
- 4.4 – certificate of readiness to proceed to detailed design/preparation of employer's requirements (NHS body's certificate);
- 4.5 – design/construction certificate by architect/building surveyor/civil engineer/structural engineer/services engineer/contractor;
- 4.6 – certificate by quantity surveyor;
- 4.7 – certificate of readiness to proceed to tender;
- 4.8 – certificate of readiness to award contract (NHS body's certificate).

4.1 Insurer's certificate of professional indemnity insurance cover

Name and address of consultant/contractor*:

_____

_____

_____

I/We, the insurers/brokers, hereby certify that the above named firm is currently insured for the period ending: _____

A* Architects, building surveyors, engineers, other consultants and contractors:

a. where the consultancy's annual gross fee income/contractor's annual gross turnover* earned on UK schemes in the last completed financial year, as declared by the insured, exceeds £125,000 the limit of indemnity is at least twice that gross fee income with a maximum cover of up to £5,000,000 on each and every claim or a greater amount if the project director has so required; **or**

b. where the consultant's annual gross income/contractors annual turnover* income is £125,000 or less the limit of indemnity is at least £250,000 for each and every claim.

The amount of any excess carried by the insured on each and every claim is:

_____

The policy is subject to the insuring agreements, exclusions, conditions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alterations.

B* Quantity surveyors:

a. where the gross annual fee income earned on UK schemes in the last completed financial year, as declared by the insured exceeds £100,000 the limit of indemnity is at least £250,000 for each and every claim; **or**

b. where the income is less than £100,000, the limit of indemnity is at least £100,000 for each and every claim.

The amount of any excess carried by the insured on each and every claim is:

_____

**client to delete as appropriate*

The policy is subject to the insuring agreements, exclusions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alterations.

Signed: _____

Name (capitals): _____

on behalf of
Name of insurer/broker:

_____

4.2 Full brief acceptance certificate

Certification by consultant

NHS body _____

Project _____

Date _____

Certification by consultant

1. I am satisfied insofar as the duties covered by my commission are concerned that the full brief dated _____ includes all essential briefing for my proceeding with my commissioned duties at work stage 2 relating to the preparation of the detailed design/employer's requirements* in accordance with the current management control plan.

   **client to delete as appropriate*

   Signed:

   _____

   Name:

   _____

   For:

   _____

   _____

   _____

   _____

   Date: _____

4.3 Full brief acceptance certificate

Certification by NHS body, project manager and lead consultant

NHS body: _____

Project: _____

Date: _____

PART A

1. The user panel for the project has been established with representatives of all the principal departments which will use, operate and maintain the completed facility, each of whom is authorised to agree on the requirements for their respective departments.
2. The user panel is satisfied that it understands the full brief and that it contains all the essential requirements of the user panel.
3. The user panel understands that it may suggest future changes to the brief, but that these will not be implemented unless approved by the project director through the change control procedure, and that its future role will otherwise be limited to satisfying itself that design, supply and construction is in accordance with the full brief.

   Signed on behalf of the user panel:

   _____

   Chairman of the User Panel

PART B

1. The project manager and the design team are satisfied that the full brief dated _____ complies with the folowing:

   a. it provides all essential requirements to enable the detailed design/ employer's requirements to be prepared in accordance with the management control plan;

   b. it does not contain any mutually contradictory requirements;

   c. it does not breach any of the constraints including the budget and the programme included in the full business case.

   Signed:

   _____

   Project Manager

4.4 Certificate of readiness to proceed to detailed design/preparation of employers requirements*

Certification by NHS body

NHS body: _____

Project: _____

Date: _____

1. The brief has been completed and a brief acceptance certificate has been signed by the user panel, the project manager and the lead design consultant.
2. The contract strategy has been reviewed and it has been decided to adopt a _____ strategy.
3. The internal project organisation is in place and all necessary external consultants have been appointed. Their duties and delegated authorities are appropriate for the contract strategy to be used.
4. The cost estimate and programme have been reviewed and a risk analysis undertaken and appropriate contingency allowance made. The latest estimated cost, the programme and the brief are within the constraints provided in the full business case submission or subsequent re-approval. The project does not require re-approval.

*client to delete as appropriate

Signed:

_____

Project Director

Approved:

_____

Chief Executive

4.5 Design/construction certificate by architect/building surveyor/civil engineer/structural engineer/services engineer/contactor**

NHS body: _____

Scheme: _____

Notwithstanding anything to the contrary contained in this certificate, this firm is obliged to exercise reasonable skill, care and diligence in the performance of the services required by that commission/contract** and this firm shall not be liable except to the extent that it has failed to exercise reasonable skill, care and diligence and this certificate shall be read and construed accordingly.

*A Design

I certify that the designs produced by this firm in the performance of its commission/contract** for the scheme have been examined by a responsible member of this firm. This firm has exercised reasonable skill, care and diligence in the development of these designs to see that:

(i) The design principles, the design calculations and drawings produced by it conform with the Building Regulations and with the relevant Codes of Practice (including Department of Health Firecode) and refer to British or European standards specification or European technical approvals or common technical specifications, as appropriate, current during the design development.

(ii) The calculations produced by it have been carried out correctly.

(iii)*** The resulting structure, if constructed as designed, will be capable of carrying the design loadings and will be capable of meeting the client's requirements of the scheme made known in writing.

(iv)**** The resulting engineering services, if installed as designed and correctly serviced, will be capable of meeting the client's environmental criteria and policies which have been made known to this firm in writing and upon which the design has been based and will provide proper access for safe operation and maintenance purposes.

Supporting documents have been obtained where in my opinion these are appropriate and necessary.

*B Construction

** This firm has exercised reasonable skill, care and diligence in performing the services required by its commission in relation to inspection of the work to see that the contractor has generally fulfilled his obligations with regard to the Building Regulations, Codes of Practice (including Department of Health Firecode) and British or European standards specification or European technical approvals or common technical specifications, as appropriate, relevant in the design calculations and drawings, subject to any alterations or modifications made by this firm under its commission.

OR

** This firm has exercised reasonable skill, care and diligence in performing the services required by its contract in relation to inspection of the works to see that the works are constructed in accordance with the requirements of the Building Regulations, Codes of Practice (including Department of Health Firecode) and British or European standards specification or European technical approvals or common technical specifications, as appropriate, relevant in the design calculations and drawings, subject to any alterations or modifications made by this firm under its contract.

Supporting documents have been obtained where in my opinion these are appropriate and necessary.

* Delete A or B as appropriate.
** Client to delete as appropriate depending on professional discipline or contract strategy.
*** Applies to civil/structural engineering consultants or design and build contractor, client to delete as appropriate.
**** Applies to services engineering consultants or design and build contractor, client to delete as appropriate.

Signed: _____

Qualification: _____

Name (capitals): _____

Name of firm: _____

Position in firm: _____

Date: _____

This certificate shall not read as implying certification of design or construction as defined in The Building Act 1984 and The Building (Approved Inspectors etc) Regulations.

4.6 Certificate by quantity surveyor

NHS body: _____

Scheme: _____

Notwithstanding anything to the contrary contained in this certificate, this firm is obliged to exercise reasonable skill, care and diligence in the performance of the services required by this commission and this firm shall not be liable except to the extent that it has failed to exercise reasonable skill, care and diligence and this certificate shall be read and construed accordingly.

* A Pre-contract services and cost management

I certify that the documentation prepared by this firm in the performance of its commission for the scheme has been examined by a responsible member of this firm. This firm has exercised reasonable skill, care and diligence in carrying out its obligations under this commission in respect of pre-contract services including cost planning and cost management. Supporting documents have been obtained where in my opinion these are appropriate and necessary.

This firm has prepared and issued a pre-tender cost check which has been reconciled satisfactorily with the clients approved budget. There are no currently foreseen causes of overspend of this budget (other than fluctuations).

* B Post-contract services and cost management

This firm has exercised reasonable skill, care and diligence in carrying out its obligations under this commission in respect of post contract services and cost management. Supporting documents have been obtained where in my opinion these are appropriate and necessary.

*Delete A or B as appropriate

Signed: _____

Qualification: _____

Name (capitals): _____

Name of Firm: _____

Position in Firm: _____

Date: _____

4.7 Certificate of readiness to proceed to tender

NHS body: _____

Project: _____

Date: _____

Contract: _____

_____

Reasonable skill, care and dilligence has been exercised to ensure that:

1. the detailed design/employer's requirements have been completed to the degree appropriate to the contract strategy to be used;
2. the detailed design/employer's requirements comply with Building Regulations and Codes of Practice, including Health Service Fire Standards, mandatory standards published by NHS Estates, EC or British Standards including the requirements of environmental authorities where appropriate;
3. the detailed design/employer's requirements fulfil the requirements of the full brief;
4. the pre-tender estimate is within the approved budget;
5. all reasonable steps have been taken to ensure that, once the contract is let, the scheme should be able to proceed to completion without delay.

Signed:

_____

Designer

Checked:

_____

Lead Consultant

4.8 Certificate of readiness to award contract

NHS body: _____

Project: _____

Date: _____

1. There are no:

   - wayleaves;
   - restrictive covenants;
   - rights of way;
   - listed buildings;
   - or other protected items

   affecting the site.

2. The site is available for the contractor to commence construction in accordance with the programme.

3. The availability of funding for the scheme has been confirmed.

4. The contract documents will be executed either:

   a.* when using a traditional contract strategy prior to the contractor being given possession of the site; **or**

   b.* when using a design and build contract strategy prior to the contractor commencing work on the design.

**project director to delete as appropriate*

Signed:

_____

Project Director

Approved:

_____

Chief Executive

5.0 Definitions

This part contains a list of terms used throughout this agreement and in understanding this agreement the following expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

Activity data

Information sheets describing:

a. tasks and activities performed in health buildings and having planning significance;

b. environmental and spatial requirements;

c. the equipment and engineering terminals required.

Ad hoc departments

Health building departments without a Health Building Note and associated cost allowance.

Adjudicator

The individual nominated by the client in article 6.14 of the memorandum of agreement to whom all disputes in connection with this agreement shall be referred until completion of the commission.

Agreement

This agreement shall comprise the following parts:

1. Scheme particulars;
2. Conditions of appointment;
3. Provision for fees and expenses;
4. Specimen certificates;
5. Definitions;
6. Memorandum of agreement.

Appraisal team

A small multi-disciplinary team of officers (and/or consultants) from the NHS body responsible for the appraisal of options and the outline/full business base submission at stages 0 and 1.

Approved sum

The overall capital sum for construction work on a scheme (including main contract, enabling and preliminary work necessary to bring planned facilities into use) approved by the client NHS body at work stage 3 (CIM: 'Management of construction projects'). This sum will be calculated on the basis of tenders received or prices negotiated. Once the contract is let, the approved sum should not be increased without further fresh approval obtained in accordance with an NHS body's standing orders/ instructions. The approved sum is exclusive of fluctuations allowable under the contract and Value Added Tax.

Architect

The person, partnership, company or firm appointed by the client to act as the architect for the scheme described in the memorandum of agreement.

Asset register

A record of data on each capital asset or group of capital assets (for example, land, buildings, fixed plant and other assets). The register consists of a number of structured records each of which holds details of an asset.

Brief

a. *Consultant's brief*

A document issued to consultants containing information about the scheme, the client's procedures etc to enable them to understand exactly the extent of the service they are required to provide.

b. *Appraisal brief*

A document containing guidelines, instructions and information to act as a basis for the appraisal of options and the outline business case submission at stage 0.

c. *Initial brief*

A document prepared at stage 0 or 1 which shall include the following:

(i) objectives of the scheme;

(ii) cost parameters;

(iii) outline requirements for the scheme including content, accommodation, location and town planning statement;

(iv) management control plan;

(v) procurement strategy;

(vi) full business case submission;

(vii) any additional information about the site which has become available since stage 0;

(viii) functional content.

d. *Full brief*

A document containing instructions to the design team at stage 2 stating the essential detailed requirements of the client that the scheme must meet, including the following:

(i) confirmation of any changes to the parameters set down in the scheme brief, especially regarding programme, planning operational and cost criteria;

(ii) detailed design briefing (for example, based on the NHS Design Brlefing System [DBS]);

(iii) any updating of the initial brief.

e. *Commissioning brief*

The operational concomitant to the full brief, containing the essential operational/implementation, programming and budgeting requirements for bringing the scheme into operation.

Budget cost

An estimated cost of the whole of the anticipated capital expenditure and value added tax for the project, including:

a. departmental costs;

b. on-costs;

c. works costs (total of departmental and on-costs);

d. location adjustment;

e. fees;

f. non-works costs;

g. equipment; and

h. contingencies.

Once approved within the full business case submission the total of these costs become the "Approved Budget Cost". In order to estimate the total outturn cost for the project the NHS Executive will add an additional amount for inflation.

Building surveyor

The person, partnership, company or firm appointed by the client to act as the building surveyor for the scheme described in the memorandum of agreement.

Capital budget

The capital costs component of the budget cost.

Capital Investment Manual

The document of the same title published by the NHS Executive in the version current at the date of this agreement.

It comprises the following sections:

- Overview
- Project Organisation
- Business Case Guide
- Private Finance Guide
- Management of Construction Project
- Commissioning a Health Care Facility
- IM & T Guidance
- Post-Project Evaluation

Client

The NHS body named in the memorandum of agreement.

Commissioning brief

See "Brief".

Commissioning officer

The individual responsible for the overall management, supervision and co-ordination of commissioning by the client who is accountable to NHS body management.

Commissioning team

A team comprising a core of officers responsible to the commissioning officer, and concerned with the management and supervision of commissioning for the client necessary to bring the scheme into effective and efficient operation. Representatives of those responsible for managing and running services may be co-opted into the commissioning team.

Capital Investment Manual Database

An integrated health building information system designed for use by the Department to provide managers at policy making and operational levels with key information on schemes in the health building programme. It incorporates a database of cost analyses

Construction (Design and Management) Regulations

These Regulations enact into UK law the requirements of the EC Temporary or Mobile Construction Sites Directive (92/57/EEC). They place responsibilities for health and safety on all those involved in the process of procuring a building (clients, designers and contractors). There are certain basic requirements, for example the appointment of a planning supervisor and principal contractor, the preparation and maintenance of a health and safety plan for the project, the preparation and maintenance of a health and safety plan for the life of the building.

Consultant

A person, partnership, company or firm employed by the client in connection with the design and administration of contract(s) for construction works.

Contract administrator

The consultant with particular additional responsibilities for administering the building contract.

Contract Strategy

The method by which the building project is to be achieved, determining:

- The relations between the clients, the design team and the consultants team;
- the methods of financing and management; and
- the form of construction contract.

Contractor

Any person or persons, firm or company under contract to the client to perform work and/or supply goods in connection with the scheme.

Contractor's proposals

That part of the tender documents submitted by a contractor detailing the proposals to meet the employer's requirements.

Contract sum analysis

That part of a design and build tender detailing the breakdown of costs as specified by the client in the employer's requirements

Co-ordination of design

i. *Of design generally – means:*

The production of a complete and integrated design solution that provides a satisfactory standard of accommodation and accords with the full brief.

ii. *Of user outlets and all terminals – means the following activities:*

a. Provision by the architect/building surveyor of drawings, either at 1:50 or appropriate larger scale, showing the location of all fixtures, furniture and equipment together with all user outlets both in plan and in elevation.

b. Provision by the architect/building surveyor of general and, if necessary, particular information relating to the location of all terminals. This will cover unacceptable locations and may be in the form of drawn or written guidance.

c. Where the public health services are designed by the architect/building surveyor or other independent designer, inclusion by the architect/building surveyor under b. above, of details of restrictions on all terminals which relate to services.

d. The examination of the drawings supplied by the architect/building surveyor and comments on them by the services engineer. These comments will refer not only to location, but where appropriate will indicate dimensions and support requirements. The comments supplied will be on the basis of preferred solutions.

e. Examination by the architect/ building surveyor of the services engineer's comments and relocation of all terminals as indicated or the initiation of discussions with the services engineer to agree and record an acceptable alternative solution as necessary. Issue by the architect/building surveyor of the total final agreement with the services engineer on co-ordination of user outlets and all terminals so that the latter may complete his designs and undertake the preparation of the production drawings and other documentation.

iii. *Of engineering design – means:*

a. The process of arranging the engineering services works such that each individual item can be physically installed, operated and subsequently maintained.

b. Showing such arrangements on building and engineering services production information so that the objectives of a. can be achieved and to enable detailed structural provision to be made for the engineering works.

iv. *Of the lead consultant and other members of the design team – means:*

a. Co-ordinating and integrating the activities of all the other consultants.

The production of a complete and integrated design solution that provides a satisfactory standard of accommodation and accords with the design brief.

Departmental cost allowance guides (DCAG's)

The guidance on capital sums calculated for the provision of a defined amount of functional accommodation. DCAG's are promulgated by NHS Estates on behalf of the NHS Executive. Cost allowance guides may be reduced or exceeded where an investment appraisal has demonstrated that within the context of an economical and efficient

overall design, further running cost savings and/or measurable service benefits may be obtained from the decreased or increased capital provision.

Cost analysis

An analysis of the accepted tender using a form of cost analysis for health building work suitable for the requirements of the Capital Investment Manual Database.

Cost checking

An estimate of the probable cost of the developing design in comparison with the cost included in the cost plan.

Cost management

A continuous process of cost management throughout the duration of the project or scheme from initial brief to payment of the final certificate to enable expenditure to match specific defined cost targets. It can be considered in two parts:

a. pre-contract cost management during design/ preparation of employer's requirements, the object of which is to obtain a tender within the updated budget cost;

b. post-contract cost management during execution, the object of which is to obtain a final account within the approved sum (excluding fluctuations).

Cost plan

A statement of the cost of the proposals prepared by the professional design team, presented in elemental format in accordance with NHS Estates guidance.

Cost planning

The process of assisting the design team to produce a cost effective solution and controlling the cost of the scheme within the sum approved by the client during all stages up to the placing of the contract.

Defects liability period

The period of time stated in the contract and starting from the date of practical completion of the works, during which the contractor is liable for making good defects attributable to workmanship or materials not having been made in accordance with the contract.

Departmental cost

The capital sum allowed for functional provisions based on (or derived from) Departmental cost allowance guides. Where cost allowances are not appropriate, the costs for individual departments should be justified on the basis of similar accommodation in other schemes.

Design/cost reports

Reports on design development and cost consequences to demonstrate fulfilment of the design brief and adherence to the budget cost. Costs must be reported at a known cost datum.

Design team

A team comprising consultants or an NHS body's design staff responsible for design of the scheme, inspection of its construction, adjustment of accounts and the issue of the final certificate.

Development control plan

A series of drawings comprising site plans with contours (or spot levels), schematic plans and sections of buildings, showing existing properties and proposed cycle of site development, identifying individual schemes, outline of engineering service networks, functional relationships and main communications within and between buildings. The development control plan should not pre-empt the appraisal of options at stages 0 and 1 and may be revised as a consequence of Full Business Case approval for the scheme.

Employer's agent

The consultant with the particular responsibility for administration of the contract when using a design and build contract strategy.

Employer's requirements

A document prepared by the client, project manager and consultants for obtaining tenders when using a design and build contract strategy.

Engineering services commissioning

Bringing the entire engineering service works together into full normal working condition and handing over the whole to the client as an operating entity capable of meeting the levels of load and/or performance specified.

Engineering services works

The engineering services in connection with which the client has engaged the services engineer to perform the professional duties.

Equipment

Equipment is classified into four groups:

Group 1: items usually supplied and fixed by the contractor;

Group 2: items, having a significant effect on space or structural requirements, which are supplied by the NHS body and fixed by the contractor;

Group 3: items, having a significant effect on space or structural requirements, which are supplied by the NHS body and put in position by them or their agents outside the general contract. (for example includes x-ray equipment, linear accelerators and other medical equipment);

Group 4: small items, usually storage items, supplied and put in position by the NHS body.

Final account

The document to arrive at the total remuneration due to the contractor under the terms of the contract.

Full business case submission

A document whose objective is to confirm in detail the viability of the preferred option for the project and make recommendations as to the methods to be used to deliver the project to time, cost and quality. This document is used to obtain final approval to the funding of the project.

Functional content

The service/departmental capacity of a health building scheme expressed in terms of functional units.

Functional unit

A unit for measuring the capacity of health building accommodation in terms of service related content. For example, the functional unit for measuring the capacity of wards is the bed.

Health and safety file

This is the document referred to in the Construction (Design and Management) Regulations which contains information on the design of the scheme together with information added during construction to provide "as built" records. The information contained in the file is handed to the project director and is used to assist any persons carrying out work on the scheme after its completion (eg maintenance, extensions, refurbishment, demolition).

Health and safety plan

This is the document referred to in the Construction (Design and Management) Regulations which is prepared for a specific scheme. It sets out the health and safety policies to be adopted together with methods for monitoring Health and Safety Performance, identifies the principal health and safety hazards that may be encountered during construction together with precautions where appropriate, requires work to be carried out to recognised standards and in accordance with published guidance as specified in the plan.

Lead consultant

The consultant member of the design team appointed by the client to act as the lead consultant for the scheme described in the memorandum of agreement.

Management control plan

The overall programme and plan of work for the execution and commissioning of a scheme. The plan must take account of Capital Investment Manual activities and a scheme's requirements in terms of resources and timing. It will normally be expressed in diagrammatic form (network or bar chart) and will be updated regularly to reflect progress made.

Management staff categories

For the purpose of time charge rates, the definitions of the project management staff grades listed in Article 6.7b of the Memorandum of Agreement are:

Senior professional: a person who has held corporate membership of a professional body recognised by the NHS body for a period of at least five years.

Professional: a person who has held corporate membership of a professional body recognised by the NHS body.

Senior technician: a person not holding corporate membership of a professional body with ten years or more relevant work experience.

Technician: a person not holding corporate membership of a professional body with less than ten years relevant work experience.

Material(s) – (in relation to copyright)

Any document, item, material or the work produced for the purpose of the scheme or in connection with the scheme by the consultant, any of its employees or any third party engaged by the consultant or working under the direction or supervision of the consultant.

NHS Body

This includes NHS trusts, authorities, FHSA's, SHSA's and any other centrally funded bodies.

On-costs

Capital costs arising from the interaction between the functional departmental units and the total building and site complex (for example the cost of communications between departments, external works and services,

additional energy saving measures, auxiliary buildings and abnormals).

Operating manuals

Sets of documentation which shall include the operating instructions, servicing and maintenance instructions, spare parts lists and test reports dealing with the building and engineering systems provided under the commission. The manuals shall cover in an orderly fashion each item of equipment and each system in the works.

Outline business case submission

A document whose objective is to demonstrate the viability of the project (this includes investigation and evaluation of strategic planning, service planning and capital planning) and obtain initial approval to funding of the preferred option, subject to confirmation of viability in the full business case submission. The preparation of the outline business case submission involves a systematic analysis of the relative advantages and disadvantages of alternative options in meeting specific health objectives. Both monetary and non-monetary consequences are considered.

Outline plans

Drawings prepared by the architect/building surveyor to a scale of not less than 1:100 of the layouts of the departments for the purposes of consultation with external local interests, other consultants and the client.

Participant

A person, partnership, company or firm involved in the scheme and making a contribution to its completion, operation or occupation.

Planning supervisor

The firm, professional discipline or individual named in clause 1.8 of the scheme particulars to perform the duties ascribed to the planning supervisor in the Construction (Design and Management) Regulations.

Post-contract changes (stage 4 onwards)

The alteration or modification of the design, quality or quantity of the work shown on the contract drawings and described by or referred to in the contract bills, priced documents or other production information for main and sub-tenders; the addition, alteration or omission of any obligations or restrictions imposed by the client in the contract bills or priced documents.

Practical completion (certificate of)

Document certifying that a scheme or specified part of a scheme has in the opinion of the contract administrator/ employer's agent achieved practical completion of the works in accordance with the contract, the date of this certificate marks the commencement of the defects liability period (maintenance period) and of the period of final measurement for the purposes of the final account.

Principal

Member of firm generally in overall charge of the policy and conduct of the firm's business who is able to commit the firm to undertake commissions.

Principal contractor

The contractor selected to be responsible under the provision of the Construction (Design and Management) Regulations for the maintenance, implementation and development of the health and safety plan during construction and co-ordinating the activities of all contractors and sub-contractors (including the self-employed) to ensure that they comply with the relevant health and safety legislation.

Production information

The co-ordinated drawings, specification/employer's requirements, schedules and bills of quantities or priced documents needed for tendering, co-ordination and construction of the building and its services.

Professional advisor

An individual or firm appointed by the project director to provide advice on:

a. actions,decisions and approvals from the NHS body;

b. interpretation of reports and recommendations submitted by the project manager and advice on when, and what action is needed as a result;

c. the adequacy and contents of the project execution plan; and

d. internal NHS body matters affecting the project.

Project

The complete cycle of development work envisaged for an individual hospital or NHS site. A project may include a number of building schemes.

Project director

The individual, usually an employee of the client, who represents, and has the authority of the client in respect of the specific scheme. All instructions given by the project

director are deemed to be given by the client. All advice given to the project director is deemed to have been given to the client. More detailed information is provided in the Capital Investment Manual; Project Organisation.

Project execution plan

A manual prepared by the project manager and agreed with the project sponsor, acting as a common control document for the scheme including, inter alia, the following subjects:

a. management and organisational structure;
b. identification of all participants;
c. summary of duties of all participants;
d. responsibilities of all participants;
e. delegated authority limits of all participants;
f. lines of communication;
g. administrative procedures;
h. client/project director approval/instruction procedures;
j. progress procedures;
k. reporting procedures and formats (including cost control and reporting);
l. financial procedures (including risk and sensitivity analysis,change and cost management procedures);
m. meetings structure;
n. quality assurance/control;
o. construction procedures;
p. technical and operational commissioning procedures;
r. post project evaluation procedures.

Project information manuals

Sets of documentation which shall include all essential information about the construction of the building, together with all the necessary sources of information for its proper maintenance, for example, information regarding safety and fire integrity.

Project manager

The person, partnership, company or firm named in the memorandum of agreement and appointed by the client to act as the project manager for the scheme described in the memorandum of agreement.

Quantity surveyor

The person, partnership, company or firm appointed by the client to act as the quantity surveyor for the project/ scheme described in the memorandum of agreement.

Record drawings

Drawings showing the building and services installations as erected at the date of practical completion.

Revenue/running costs

The annual operational costs element of the outline/full business case submission, for example, maintenance and staffing costs.

Scheme

All planning, design and construction work and commissioning activity necessary to bring planned facilities into use (including essential preliminary and enabling works), referred to in the memorandum of agreement.

Services engineer

The person, partnership, company or firm appointed by the client to act as the services engineer for the scheme described in the memorandum of agreement.

Shop drawings

Drawings and documentation prepared by the contractor or sub-contractor or suppliers to supplement the production information for use in manufacturing of components or installation of on-site assemblies.

Site inspection staff

Staff resident on site on a full or part-time basis to inspect the progress and quality of the work and to determine that the works are being executed in accordance with the contract documents.

Stage payments

Payments made on completion of pre-determined stages of the work.

Structural engineer

The person, partnership company or firm appointed by the client to act as the structural engineer for the scheme described in the memorandum of agreement.

Structural engineering works

Those works for which the structural engineer is required to prepare calculations and generally give advice and otherwise perform professional duties.

Sub-contractor

Any person, partnership, company or firm under contract to the contractor to perform work and/or supply goods and/or services in connection with the scheme.

Sub-programme

Detail programme based on the constraints of the management control plan, relating to a particular stage or part of the scheme.

Tender documents

All the documents used to invite tenders for the execution of the works.

User panel

A group representing the end users of the scheme comprising representatives of the NHS body's finance department, medical staff and those responsible for operating the various ancillary services.

These representatives will be authorised to define their department's needs and to review and agree how those needs will be met whilst ensuring that the scheme remains financially viable. The user panel will communicate its requirements and decisions to the project manager through the project director.

Works

The construction works relative to the scheme.

6.0 Memorandum of agreement

This part comprises the memorandum of agreement between the client and the consultant.

Memorandum of agreement

This agreement is made on the _____ day of _____ 19 ____ between

_____

(insert name of client)
of

_____

(hereinafter called the 'client') of the one part
and

_____

(insert name of consultant or firm of consultants)

_____

(hereinafter called the consultant) of the other part

WHEREAS

the client intends to proceed with (the 'scheme')

_____

_____

_____

and has appointed or proposes to appoint;

_____

to be their planning supervisor;

_____

to be their architect/building surveyor*;

_____

to be their quantity surveyor*;

_____

to be their structural engineer;*

_____

to be their services engineer;*.

and other consultants* as necessary to complete the scheme and has requested the consultant to perform professional duties in connection with the items stated in this memorandum.

*client to delete as appropriate

NOW IT IS HEREBY AGREED AS FOLLOWS:

6.1 The client agrees to engage the consultant and the consultant agrees to perform the professional duties subject to and in accordance with volume 1

Parts 1–5 and volume 2, the supplementary annexure including any specific requirements listed at clause 1.20 of the scheme particulars.

6.2 This memorandum of agreement, together with volume 1 parts 1–5 and volume 2 parts 1–2 of this agreement shall together constitute the agreement between the client and the consultant.

6.3 The _____* shall be the lead consultant as described in clause 2.7 of the agreement and further amplified in item S1 of schedule 1 of the memorandum of agreement.

6.4 The _____* shall be the contract administrator as described in clause 1.10 of the agreement and further amplified in item S2 of schedule 1 of the memorandum of agreement.

6.5 The _____* shall be the employer's agent as described in clause 1.11 of the agreement and further amplified in item S3 of schedule 1 of the memorandum of agreement.

*client to insert discipline

Payment for duties

6.6 The consultant's duties shall be as set out in schedule 1 of the memorandum of agreement and the payment shall be as set out below:

a. articles 6.6A and 6.6B are alternatives. Article 6.6A shall be used if an appointment is to be made at stage 0, 1, 7 or 8 and article 6.6B shall be used if an appointment is to be made at stage 2 or thereafter. Client shall delete article 6.6A or 6.6B in entirety as appropriate;

b. if Article 6.6A is used, there is no obligation for the client to continue with the scheme beyond stage 1, and the consultant shall seek specific authority from the client to proceed to stage 2 duties.

6.6A Appointment made at stage 0, 1, 7 or 8:

a. for stage 0, 1, 7 or 8 duties, payment shall be as set out below:

(i) on a time charge basis in accordance with the scale of charges described in clause 3.8*;

or

(ii) On a lump sum basis*.

Article 6.6Aa(ii) should only be used if the work can be so defined as to enable a lump sum fee bid to be made. If no deletion is made, article 6.6Aa(i) shall apply.

b. (i) for stage 2 – _____ (client to insert workstage) duties, payment shall be set out below:

	Lower limit	Upper limit
Estimated cost of the works(£m)*		
Estimated duration (months/years)*		
Fee†		

* client to complete.
† project manager to complete.

(ii) client shall state the envisaged cost of the works using an upper and lower cost range;

(iii) client shall state the estimated duration of the scheme from commencement of stage 2 to practical completion of the works and complete a higher and lower duration range, although the consultants's duties may extend beyond practical completion as identified in schedule 1 of the memorandum of agreement;

(iv) consultant to complete the box by inserting a fee for each of the variations in cost and duration stated by the client on the basis of a lump sum/percentage (client to delete as appropriate);

(v) the apportionment of the fee for stages 2 – _____ (client to insert workstage) shall be as set out below;

workstage*	% of fee†

*client to complete.

†project manager to complete.

(vi) where the client gives specific authority to the consultant to proceed with duties after stage 1, the fee entered at article 6.6Ab(i) shall be established as the fee for stages 2 – _____ (client to insert stage) duties, provided that the cost of the works for stage 0 and stage 1 duties as set out in clause 3.1a and the duration from commencement of stage 2 to practical completion of the works estimated at that stage is within the cost and duration ranges inserted by the client. If this cost and duration are outside the ranges inserted then the fees for stages 2 – _____ (client to insert stage) duties shall be established in accordance with the provisions of clause 3.15.

6.6B For stage 2–6 duties, payment shall be as set out below:

Workstage*	Fee†	Basis of fee‡

* Client to state workstage.

† Consultant to complete.

‡ Client to state "lump sum", "percentage" or "time charge" as appropriate for each work stage noted.

Time charge rates

6.7 For those duties where fees are payable on a time charge basis, the rates referred to in clause 3.8 of the agreement shall be:

a.	principal (clause 3.8a):	£ _____ per hour
b.	professional and technical staff (clause 3.8c):	
	senior professional	£ _____ per hour
	professional	£ _____ per hour
	senior technician	£ _____ per hour
	technician	£ _____ per hour

(Note: every category of the above as entered by the client, is to be completed by the consultant.)

Travelling, subsistence and other expenses

6.8 Travelling, subsistence and other expenses referred to in part 3 of this agreement shall be paid as set out below:

a. in accordance with clause 3.11 and included in the lump sums or percentages stated in article 6.6A or 6.6B whichever is applicable*;

or

b. in accordance with clause 3.13*.

*client to delete as appropriate. If no deletion is made, article 6.8a shall apply.

6.9 Attendance at meetings required by the client specified in clause 1.24 shall be paid for as set out below:

a. in accordance with clause 3.20 and included in the lump sums or percentages stated in article 6.6A or 6.6B whichever is applicable*;

or

b. on the basis of a lump sum agreed between the project manager and project director or on a time charge basis in accordance with clause 3.8. Such attendances will be based on an agreement specifying who will attend on behalf of the consultant*.

*client to delete as appropriate.

Site inspection staff

6.10* The percentages referred to in clause 3.14c. as an increment on the amount due in respect of site inspection staff under clause 3.14a. shall be:

a. For specifically recruited site inspection staff _____ %;

b. For seconded site inspection staff _____ %.

*Client to delete article if not appropriate to proposed contract strategy.

Site accommodation and equipment

6.11* The following site accommodation and equipment shall be provided by the client for the consultant:

_____

_____

_____

_____

_____†

* Client to delete this article if consultant is to be responsible for provision of all site accommodation and equipment.

† Consultant to complete

Accounts and interim payments

6.12 The intervals at which accounts shall be submitted and interim payments made in accordance with clauses 3.30 and 3.31 shall be monthly/quarterly/stage payments (client to delete as appropriate: if no deletion, "monthly" shall apply) reckoned from the commencement of the consultant's appointment.

Index for lump sum bids

6.13 The index referred to in clause 3.5 for lump sum bids shall be _____ (client to insert index required).

Adjudicator

6.14 The person named as adjudicator under the provisions of clause 2.39 shall be: _____.

Special conditions

6.15 Insert any conditions other than those in volume 1, parts 2 and 3 of this agreement which are to apply to the appointment.

Conditions not to apply

6.16 Insert any clauses in volume 1, parts 2 and 3 of this agreement which are **not** to apply to this appointment.

(Note: the alternatives of clauses 2.57, 2.58 or 2.59 which is not to be applied, should be inserted).

Schedule 1 of the memorandum of agreement

This schedule describes the **plan of work** which contains details of key events and duties to be completed by the respective consultants taking account of the duties being performed by others. The duties listed herein must be carried out in compliance with the client's procedures for the execution of capital works, current at the date of this agreement. This schedule should be read in conjunction with the relevant entries in volume 2, the supplementary annexure, where applicable, and the supplement to the Construction (Design and Management) Regulations.

The duties set out in this schedule, the relevant part of schedule 2 and the relevant entries in Volume 2, the supplementary annexure, shall constitute the consultant's duties for the purposes of payments under article 6.4 of the memorandum of agreement except insofar as they arise in consequence of pre-contract and post-contract changes referred to in clauses 3.16 and 3.17.

In discharging these duties, obligations and responsibilities, all consultants shall pay due regard to the terms of appointment of each member of the design team.

Where using a design and build contract strategy and reference herein is made to the "design team" from stage 4 onwards, this shall mean those consultants appointed to assist the employer's agent with post-contract monitoring of compliance with the contract documents (including the employer's requirements and the contractors proposals), commissioning and post-project evaluation.

In this agreement, the following expressions shall have the meanings hereby ascribed to them.

S1 Lead consultant

The consultant nominated in accordance with **clause 2.7 and identified in article 6.3 of the memorandum of agreement** shall have the duty and responsibility of co-ordinating and integrating the activities of the other consultants employed on the project and shall represent the design team in all formal communications with the client/project manager in connection with the development of the scheme.

The lead consultant shall carry out the duties as set out in the plan of work, and the relevant entries in volume 2, the supplementary annexure, in addition to the duties listed under his particular discipline.

The lead consultant shall have no authority to vary the work of other members of the design team other than through the client/project manager.

In discharging these duties, obligations and responsibilities, the lead consultant shall pay due regard to the terms of appointment of each member of the design team.

The lead consultant, in conjunction with the project manager and the other consultants, shall prepare a detailed programme of design team activity showing relevant submissions at the several procedural stages to accord with target dates for the whole project programme. The lead consultant shall ensure that all stages of the work of other consultants can be achieved within the programmed period.

Compliance with these requirements is deemed to form part of the duties of the consultant so nominated and no additional fees shall be payable therefor.

S2 Contract administrator

The consultant nominated in accordance with **clause 1.10 of the scheme particulars** with responsibility for the contract administration duties specified in the conditions of contract being used for the appointment of the contractor.

The contract administrator shall carry out the duties as set out in the plan of work, and the relevant entries in volume 2, the supplementary annexure, in addition to the duties listed under his particular discipline.

In discharging these duties, obligations and responsibilities, the contract administrator shall pay due regard to the terms of appointment of each member of the design team.

Compliance with these requirements is deemed to form part of the duties of the consultant so nominated and no additional fees shall be payable therefor.

S3 Employer's agent

The consultant nominated in accordance with **clause 1.11 of the scheme particulars** with responsibility for the duties specified in the conditions of contract being used for the appointment of the contractor.

The employer's agent shall carry out the duties as set out in the plan of work, and the relevant entries in volume 2, the supplementary annexure, in addition to the duties listed under his particular discipline.

In discharging these duties, obligations and responsibilities, the employer's agent shall pay due regard to the terms of appointment of each member of the design team.

Compliance with these requirements is deemed to form part of the duties of the consultant so nominated and no additional fees shall be payable therefor.

S4 Quantity surveyor and services engineer
Cost planning, cost management and final account duties

[Delete (A) if alternative (B) is required; otherwise (A) will apply].

(A) FOR THE PURPOSE OF THIS COMMISSION, COST PLANNING, COST MANAGEMENT AND FINAL ACCOUNT DUTIES FOR THE QUANTITY SURVEYOR shall mean:

the performance of the duties relating to cost planning and cost management and the preparation of the final account including valuation of the work, variations, fluctuations and daywork for the whole of the scheme including the engineering services items listed in schedule 2 of the memorandum of agreement;

AND FOR THE SERVICES ENGINEER shall mean:

the provision of such information and making such decisions as are necessary for the quantity surveyor and the services engineer to perform properly their respective duties relating to the cost planning, cost management and the preparation of the final account including valuation of the work, variations, fluctuations and daywork for the whole of the scheme including the engineering services items listed in schedule 2 of the memorandum of agreement.

OR

(B) To be effective only if (A) has been deleted:

FOR THE PURPOSE OF THIS COMMISSION, COST PLANNING, COST MANAGEMENT AND FINAL ACCOUNT DUTIES FOR THE QUANTITY SURVEYOR shall mean:

the performance of the duties relating to cost planning, cost management and the preparation of the final account including valuation of the work, variations, fluctuations and daywork for the whole of the scheme but excluding the engineering services items listed in schedule 2 of the memorandum of agreement which will be the responsibility of the services engineer. The quantity surveyor shall co-ordinate the cost planning and cost management duties for building and services engineering and shall incorporate any costs and related information provided by the services engineer into his own work as necessary and appropriate to the stage duty being undertaken;

AND FOR THE SERVICES ENGINEER shall mean:

the performance of the duties relating to cost planning, cost management and the preparation of the final account including valuation of the work, variations, fluctuations and daywork for the engineering services items listed in schedule 2 of the memorandum of agreement. These duties shall include co-ordinating cost planning and cost management for services engineering with building and providing the quantity surveyor with all cost and related information for incorporation into the scheme documents as necessary and appropriate to the stage duty being undertaken.

S5 Value Added Tax

(A) The duties listed hereafter shall include presenting tender and final account documentation in a manner which facilitates the ready assessment of the client's liability for Value Added Tax.

OR

(B) No work in connection with the client's anticipated liability for Value Added Tax will be required.

Delete (A) if alternative (B) is required. Otherwise (A) will apply.

S6 Responsibility for functions/constructional elements

The responsibility for various functions or design of the constructional elements shall be as allocated in the following table by the project director/project manager:

	Client	Project manager	Architect	Structural engineer	Quantity surveyor	Services engineer	Contractor
Lead consultant							
Employer's agent							
Site inspection (employment of)							
Interior design: • (co-ordination of groups 2, 3 and 4 equipment)							
Graphic design							
Landscape design: • soft landscape • hard landscape • roads/car parks							
Drainage: • above ground • below ground • roof drainage							
Specialist medical equipment: • pre-installation							
Services intakes (public utilities)							
Acoustics							
Fire safety							
Voice/data networks, etc							
Others (please list):							

Plan of work

The table below summarises the sections of the plan of work applicable to either traditional or design and build contract strategies:

Section	Traditional contract Strategy	Design and build contract Strategy
A. Work stages 0 and 1	Yes	Yes
B. Work stages 2–8	Yes	No
C. Work stages 2–8	No	Yes
(Note – Stage 2 "sketch design" may only be required when adopting a develop and construct strategy – the actual duties required should also be considered)		

(**NOTE:** This table, the plan of work and the supplementary annexure (see Volume 2) shall be amended by the client in the event of either the duties varying or alternative contract strategies being used for the scheme.)

Plan of work

Section A

Traditional contract strategy
Design and build contract strategy

Work stage: 0. Outline business case
1. Full business case leading to approval

Schedule of key events and duties to be performed by the consultant

Stage 0 – Outline business case

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 0 – outline business case								See: Capital Investment Manual: Business case guide
Inception	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Define objectives, constraints and criteria for development	Establish the scope of the project in association with the project manager and disseminate to other consultants			Undertake site appraisals	Provide broad guidelines on likely cost of meeting objectives Undertake site appraisal cost studies			Scope of the building and engineering services should be clearly established See: Capital Investment Manual: Private finance guide
Private finance	Co-ordinate work of this stage in respect of investigation into and evaluation of options in respect of private finance			Input to investigation into and evaluation of private finance options	Input to investigation into and evaluation of private finance options	Input to investigation into and evaluation of private finance options	Input to investigation into and evaluation of private finance options	
Health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan			Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	

Schedule of key events and duties to be performed by the consultant

Stage 0 – Outline business case

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Consider and appraise options	Co-ordinate and prepare in capital and works-related revenue terms feasibility studies to form part of appraisal of options Co-ordinate consultations with local authority and other statutory authorities			Undertake site investigations Consult with local authority and other statutory authorities as necessary Evaluate feasibility studies in capital and works-related revenue terms to form part of appraisal of options	Provide cost advice relating to consultations with local authority and other statutory authorities Cost feasibility studies for options and collaborate in evaluating options and making recommendations	Evaluate structural implications of site options and contribute to cost assessment Consult with local authority and other statutory authorities as necessary Collaborate in evaluation and recommendations	Prepare strategies and cost implications against options Consult with local authority and other statutory authorities as necessary Evaluate feasibility studies in capital and works-related revenue terms; collaborate in evaluation and recommendations	
Risk assessment and contingency allowance	Co-ordinate risk assessment and prepare report for project manager on contingency allowance			Input to risk assessment and establishment of contingency allowance	Input to risk assessment Estimate contingency allowance	Input to risk assessment and establishment of contingency allowance	Input to risk assessment and establishment of contingency allowance	

Schedule of key events and duties to be performed by the consultant

Stage 0 – Outline business case

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Selection of preferred option	Co-ordinate and submit report to project manager recommending preferred option Co-ordinate and submit outline business case report Co-ordinate and agree development control plan (DCP) with project manager			Contribute to outline business case report Re-assess studies of preferred option Prepare/update development control plan (DCP)	Provide cost report and assemble cost documents Contribute to outline business case report Provide inputs to/ complete CIM Database records as required by client	Prepare structural assessment of site and preferred option Contribute to outline business case report	Prepare strategies for energy and services implications Contribute to outline business case report	
Outline Business Case Approval (Client Approval Stage)								

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 1 – full business case leading to approval	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Client brief	Prepare and maintain detail programme and agree with project manager and other consultants Establish project organisation			Collaborate in preparation of detail programme	Collaborate in preparation of detail programme Prepare cost plan	Collaborate in preparation of detail programme	Collaboration in preparation of detail programme	The Management Control Plan (MCP) should be assessed and the project manager informed of any implications See Capital Investment Manual: Project organisation
Private finance	Co-ordinate work of this stage in respect of investigations into and evaluation of options in respect of private finance			Input to investigation into and evaluation of private finance options	Input to investigation into and evaluation of private finance options	Input to investigation into and evaluation of private finance options	Input to investigation into and evaluation of private finance options	See Capital Investment Manual: Private finance
Health and safety file and health and safety plans	Contribute to health and safety file and health and safety plan			Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Initial brief	Prepare and maintain detail programme and agree with project manager and other consultants			Collaborate in preparation of detail programme	Collaborate in preparation of detail programme Prepare cost plan	Collaborate in preparation of detail programme	Collaborate in preparation of detail programme	The Management Control Plan (MCP) should be assessed and the project manager informed of any implications
Site investigation	Co-ordinate work of this stage, confirm programme and report to project manager Agree and order site investigation in conjunction with other consultants			Determine extent of and contribute to supervision of site investigation		Determine extent of and supervise site investigation		
Outline design	Co-ordinate and prepare report on the recommended site in association with other consultants			Prepare outline plans Provide services in connection with environmental studies	Advise on cost parameters	Advise on site constraints on structure, foundations and site work	Appraisal of site environmental conditions Investigations of mains services supplies Advise on fuel policy	

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Outline design (Contd)	Co-ordinate work on initial design studies and supervise testing against planning control and constraints of cost, structure and services			Contribute to report on recommended site including constraints and opportunities	Advise on cost implications of site and contribute to report	Contribute to report	Contribute to report	
				Prepare zoning and strategic layouts	Advise on site costs of layouts	Advise on layouts	Prepare site strategy for service distribution	
				Generate initial design studies. Test against planning controls and constraints of cost, structure and services	Prepare cost models and cost studies and advise on structural and site costs particularly with regard to abnormals	Advise on implications of design studies in terms of structure, foundations and site works	Advise on the design implications and check services decisions are valid	
	Co-ordinate and advise on energy conservation and determination of energy targets			Advise on energy conservation and assist in the determination of energy targets	Advise on energy conservation and assist in the determination of energy targets	Advise on energy conservation and assist in the determination of energy targets	Advise on energy conservation and assist in the determination of energy targets	

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Planning permission	Co-ordinate consultations with local authority and other statutory authorities and ensure that applications to obtain planning approval are made			Consult with local authority and other statutory authorities and make application to obtain outline planning approval	Provide cost advice relating to consultations with local authority and other statutory authorities in relation to applications to obtain outline planning approval	Consult with local authorities and other statutory authorities and provide input to applications to obtain outline planning approval	Consult with local authority and other statutory authorities and provide input to applications to obtain outline planning approval	
Development control plan (DCP)	Co-ordinate confirmation of development control plan (DCP) and agree with project manager			Confirm development control plan (DCP) including preparation of block plan of scheme identifying main departments and showing relationship with any earlier development and possible future development			Prepare the engineering DCP drawings	
	Co-ordinate preferred design and site development plans			Prepare preferred design and site development plans including roads and sewers	Cost advice and studies for preferred designs and development plans	Input to preferred design and site development plans for structure, roads and sewers	Input to preferred design and site development plans for services	

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Equipment strategy	Prepare report for project manager on equipment strategy			Input to establishment of equipment strategy	Input to establishment of equipment strategy	Input to establishment of equipment strategy	Input to establishment of equipment strategy	
Risk assessment and contingency allowance	Co-ordinate update of risk assessment and prepare report for project manager on contingency allowance			Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment Update estimate of contingency allowance	Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment and re-evaluation of contingency allowance	See: Capital Investment Manual: Management of construction projects
Budget cost	Co-ordinate preparation of cost plan and provide input as necessary Co-ordinate information for budget cost statement and confirm to project manager that proposals can be afforded			Assist in preparation of cost plan Provide information for budget cost statement	Prepare cost plan and give cost advice Prepare budget cost statement and confirm that proposals can be afforded	Assist in preparation of cost plan Provide information for budget cost statement	Assist in preparation of cost plan Provide information for budget cost statement	

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Running costs	Co-ordinate preparation of estimates of running costs (maintenance, staffing, fuel etc), report to project manager			Provide information for preparation of estimates of running costs (maintenance, staffing, fuel etc)	Prepare estimates of running costs (maintenance, staffing, fuel etc)	Provide information for preparation of estimates of running costs (maintenance, staffing, fuel etc)	Provide information for and assist in preparation of estimates of running costs (maintenance, staffing, fuel etc)	
Post-project evaluation	Co-ordinate preparation of report on criteria for post-project evaluation			Input to report on criteria for post-project evaluation	Input to report on criteria for post-project evaluation	Input to report on criteria for post-project evaluation	Input to report on criteria for post-project evaluation	See: Capital Investment Manual: Post-Project Evaluation
Contract strategy	Prepare report for project manager on contract strategy			Input to report on contract strategy	Input to report on contract strategy	Input to report on contract strategy	Input to report on contract strategy	
Scheme validation	Confirm to project manager that design meets functional content policy requirements			Check that design meets functional content policy requirements	Provide input to/ update CIM Database records as required by client			

Schedule of key events and duties to be performed by the consultant

Stage 1 – Full business case leading to approval

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Scheme validation (Contd)	Co-ordinate and prepare a report for the project manager to include any specific unresolved problems and to demonstrate that the scheme is cost effective			Contribute to production of a report to include any specific unresolved problems and to demonstrate that scheme is cost effective	Provide cost information for incorporation into the report to include any specific unresolved problems and to demonstrate that the scheme is cost effective	Provide structural engineering information for incorporation into the report to include any specific unresolved problems and to demonstrate that scheme is cost effective	Provide services engineering information for incorporation into the report to include any specific unresolved problems and to demonstrate that scheme is cost effective	Review the timetable for design, contract procurement, construction commissioning and opening in conjunction with project manager
Full business case approval (client approval stage)								Budget cost now established as the basis of cost management

Plan of work

Section B

Traditional contract strategy

Work stage:
2. Design
3. Tender and contract
4. Construction and equipment supply
5. Technical commissioning and handover
6. Post completion
7. Operational commissioning
8. Post-project evaluation

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 2 – Design	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Full brief	Update and maintain detail programme for this stage, co-ordinate work of other consultants and report to project manager Establish design co-ordination policy and maintain under review			Collaborate in updating detail programme Contribute to design co-ordination policy	Collaborate in updating detail programme	Collaborate in updating detail programme Contribute to design co-ordination policy	Collaborate in updating detail programme Contribute to design co-ordination policy	
Brief acceptance certificate	Obtain brief acceptance certificates from other consultants Complete brief acceptance certificate and forward to project manager with certificates from other consultants			Provide brief acceptance certificate	Provide brief acceptance certificate	Provide brief acceptance certificate	Provide brief acceptance certificate	Brief acceptance certificate: full brief must not be changed after this point without clear justification and client approval

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Compliance with EC procedures and directives (where relevant)	Obtain information from other consultants and advise project manager on compliance with EC procedures and directives, (including UK regulations)			Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Compliance with all relevant EC directives and UK regulations
Health and safety plan and health and safety file	Contribute to health and safety plan and health and safety file			Contribute to health and safety plan and health and safety file	Contribute to health and safety plan and health and safety file	Contribute to health and safety plan and health and safety file	Contribute to health and safety plan and health and safety file	
Sketch design	Co-ordinate the work of other consultants in the development of the design, means of escape, compartments, room layouts and ensure that fire strategy, zoning and energy targets are complied with and that costs accord with the cost plan			Develop design Contribute to revision of cost plan Define means of escape and compartments Update room layouts and room elevations. (ADB C-Sheets)	Update cost plan Check design and prepare cost studies	Define structural layout Assist in revision of cost plan Refine structural layout to accommodate compartmentation and services zoning	Develop design in accordance with co-ordination policy Contribute to revision of cost plan Compare area zoning proposals layouts and preliminary sizing	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Sketch design (Contd)	Co-ordinate consultations with local authority and other statutory authorities and ensure that applications to obtain final planning approval are made and statutory submissions commenced			Consult with local authority and other statutory authorities, produce fire strategy and make application to obtain final planning approval. Commence statutory submissions Incorporate provisional service distribution and zoning layouts Design to energy targets With service engineer, co-ordinate plans including user outlets and all terminals (including luminaires)	Check cost implications of local authority and other statutory authority requirements in relation to applications to obtain final planning approval and statutory submissions Update cost plan, cost checking and advise results of cost studies throughout design development	Consult with local authority and other statutory authorities and provide input to fire strategy and applications to obtain final planning approval. Commence statutory submissions Prepare design and co-ordinate with building elements	Consult with local authority and other statutory authorities and provide input to fire strategy and applications to obtain final planning approval. Commence statutory submissions Refine major plant areas and builder's work requirements Design to energy targets and report to lead consultant on energy usage and revenue costs With architect, co-ordinate plans including user outlets (including luminaires) and all terminals and size of major elements	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Sketch design (Contd)				Prepare quality statements		Prepare outline specification	Also detail design for specific areas	
	Agree material and construction specification			Prepare material and construction specification	Contribute material and construction specification	Contribute to material and construction specification	Contribute to material and construction specification	Design development frozen. Where changes are made to production information, the consultant making the change has a duty to inform adequately other members of the design team. Project manager, lead consultant and design team should endorse the design at this stage
	Co-ordinate and verify that statutory submissions are made			Provide information for finalising cost plan			Provide information for finalising cost plans	
	Co-ordinate finalising of cost plan			With services engineer, agree ceiling layouts, outlets and grilles and all major builder's work	Finalise cost plan	Provide information for finalising cost plan	Room and engineering distribution layouts finalised. Agree ceiling layouts, outlets and grilles and all major builder's work	
Certificate of readiness to proceed to detailed design	Confirm that this has been completed by client							Certificate of readiness to proceed to detailed design

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Equipment schedule	Obtain information from client and other consultants and prepare schedules for groups 2 and 3 equipment, report to project manager			Contribute to preparation of equipment schedule	Contribute to preparation of equipment schedule	Contribute to preparation of equipment schedule	Contribute to preparation of equipment schedule	
Detail design	Detail co-ordination of construction, structure and services design and room layouts Co-ordinate information for checking design against cost plan. Take action on cost checking reports where necessary and agree final room layouts			Prepare final detail design plans Prepare final room layouts Provide information for checking design against cost plan	Advise on cost Check cost of design against cost plan and prepare reconciliation	Prepare detail design Provide information for checking design against cost plan	Prepare detail design Prepare information for checking design against cost plan Prepare builder's work details	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Detail design (Contd)	Monitor and co-ordinate preparation of production information, co-ordinate work of other consultants, maintain programme and agree when the production information is frozen			Prepare production drawings layouts and sections Input to cost check Prepare details, schedules and specifications	Input to cost check Cost check and update cost plan	Input to cost check Prepare production drawings	Input to cost check Advise on contract conditions relevant to the engineering work Finalise specification and schedule Prepare production drawings	Progress of the scheme should be monitored during the production documentation period to anticipate any problems that may result in delay Detailed design frozen
Planning permission	Co-ordinate statutory submissions to obtain approvals			Complete statutory submissions to obtain approvals		Complete statutory submissions to obtain approvals	Complete statutory submissions to obtain approvals	
Tender documentation	Provide input to and monitor the production of tender documents			Prepare tender documents	Prepare tender documents	Provide tender documents	Prepare tender documents	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Pre-tender estimate	Co-ordinate update of risk assessment and re-evaluation of contingency allowance; report to project manager			Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment Update estimate of contingency allowance Prepare pre-tender estimate, and update budget cost Provide input to/update CIM Database records as required by client Update estimate of revenue costs	Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment and re-evaluation of contingency allowance Assist in preparation of pre-tender estimate Input to review of revenue costs	
Design & QS certificates	Obtain design and QS certificates from other consultants; forward to project manager			Provide design certificates	Provide pre-contract services and cost management certificate	Provide design certificate	Provide design certificate	Design certificates/ QS certificates

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Certificate of readiness to proceed to tender	Obtain certificates of readiness to proceed to tender and forward to project manager			Provide certificate of readiness to proceed to tender	Provide certificate of readiness to proceed to tender	Provide certificate of readiness to proceed to tender	Provide certificate of readiness to proceed to tender	Certificate of readiness to proceed to tender

Schedule of key events and duties to be performed by the consultant

Stage 3 – Tender and contract

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 3 – Tender and contract	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Select tenderers	Update and maintain detail programme for this stage, co-ordinate work of other consultants and report to project manager Receive tender lists from project manager and co-ordinate comments			Comment on tender lists	Comment on tender lists	Comment on tender lists	Comment on tender lists	
Invite tenders	Co-ordinate the invitation of building and engineering tenders			Invite building tenders	Assist with the invitation of tenders	Contribute to the invitation of tenders	Invite engineering tenders	

Schedule of key events and duties to be performed by the consultant

Stage 3 – Tender and contract

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Receive and examine tenders	Co-ordinate tender appraisal and report to project manager			Examine tenders received and make recommendations	Examine tenders received and make recommendations Provide input to/update CIM Database records as required by client	Examine tenders received and make recommendations	Examine tenders received and make recommendations	
Contract documents	Co-ordinate production of contract documents			Assist in preparation of contract documents	Assist in preparation of contract documents	Assist in preparation of contract documents	Assist in preparation of contract documents	
Establish contract programme	Establish contract programme			Agree key dates for the contract	Agree key dates for the contract	Agree key dates for the contract	Agree key dates for the contract	
Post-tender estimate	Co-ordinate update of risk assessment and re-evaluation of contingency allowance; report to project manager			Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment Update estimate of contingency allowance Prepare post-tender estimate and update budget cost	Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment and re-evaluation of contingency allowance	

Schedule of key events and duties to be performed by the consultant

Stage 3 – Tender and contract

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Establish approved sum and obtain certificate of readiness to award contract	Confirm that certificate of readiness to award contract has been completed by client							Certificate of readiness to award contract

Schedule of key events and duties to be performed by the consultant

Stage 4 – Construction and equipment supply

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 4 – Construction and equipment supply	Receive client briefing	Receive client briefing		Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Execution and control of works	Co-ordinate work of other consultants in carrying out post-contract and cost management procedures and report to project manager Co-ordinate compliance with local authority and other statutory authority procedures	Administer the terms of the contract relating to the execution of the works		Administer the terms of the contract relating to the execution of the works Input to post-contract cost management procedures Carry out local authority and other statutory authority procedures	Administer the terms of the contract relating to the execution of the works Provide cost management service (including cost appraisal and financial reporting) and report to the lead consultant Provide input to/ complete CIM Database records as required by client	Administer the terms of the contract relating to the execution of the works Input to post-contract cost management procedures Carry out local authority and other statutory authority procedures	Administer the terms of the contract relating to the execution of the works Input to post-contract cost management procedures Carry out local authority and other statutory authority procedures	
Health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan		Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	

Schedule of key events and duties to be performed by the consultant

Stage 5 – Technical commissioning and handover

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 5 – Technical commissioning and handover	Receive client briefing	Receive client briefing		Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Technical commissioning team	Co-ordinate technical commissioning team	Collaborate with the project director/project manager to ensure that a technical commissioning team is established		Input to technical commissioning team		Input to technical commissioning team	Input to technical commissioning team	See Capital Investment Manual: Commissioning of a healthcare facility
Technical commissioning programme	Collaborate in preparation of technical commissioning programme	Prepare technical commissioning programme and agree with project director/project manager; commissioning programme to be co-ordinated with scheme programme		Collaborate in preparation of technical commissioning programme		Collaborate in preparation of technical commissioning programme	Collaborate in preparation of technical commissioning programme	
Inspection and testing		Co-ordinate inspection and testing and report to project manager		Input to inspection and testing		Input to inspection and testing	Input to inspection and testing	

Schedule of key events and duties to be performed by the consultant

Stage 5 – Technical commissioning and handover

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Record drawings and operational/ maintenance manuals, health and safety files	Co-ordinate preparation of a set of record drawings and guidelines on the operation and maintenance of the building services for submission to the client together with the health and safety file	Ensure that the client receives a set of record drawings and guidelines on the operation and maintenance of the building services as well as the health and safety file		Prepare and produce a set of record drawings and project information manuals		Assist in the preparation of record drawings and provide guidance on the operation and maintenance of the structure of the building	Prepare and produce record drawings and operation and maintenance manuals for the engineering services (including ensuring the contractor provides these where he has input to the design of the scheme)	
Statutory certificates (fire etc)	Co-ordinate the necessary submissions to enable the client to obtain fire and other statutory compliance certificates prior to occupation	Ensure that the necessary steps have been taken to enable the client to obtain fire and other statutory compliance certificates prior to occupation		Contribute to the necessary steps so that the client will be able to obtain fire and other statutory compliance certificates prior to occupation				

Schedule of key events and duties to be performed by the consultant

Stage 5 – Technical commissioning and handover

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Certificate of practical completion	Co-ordinate preparation of certificate of practical completion	Issue certificate of practical completion		Assist in the preparation and issue of the certificate of practical completion	Assist in the preparation of certificate of practical completion	Assist in the issue of certificate of practical completion	Assist in the issue of certificate of practical completion	Certificate of practical completion
Construction certificates		Obtain construction certificates from other consultants and forward to project manager		Provide construction certificate and forward to contract administrator		Provide construction certificate and forward to contract administrator	Provide construction certificate and forward to contract administrator	Construction certificates

Schedule of key events and duties to be performed by the consultant

Stage 6 – Post-completion

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 6 – Post Completion	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Final account	Co-ordinate preparation and agreement of final account	Administer the terms of the contract relating to the agreement of the final account for the whole of the works Issue final certificate and final payment to contractor Obtain post-contract services and cost management certificate from quantity surveyor and forward to project manager		Prepare or assist in the preparation of the final account for the whole of the works	Prepare final account Provide post-contract services and cost management certificate and forward to contract administrator	Prepare or assist in the preparation of the final account for the structural engineering work	Prepare or assist in the preparation of the final account for the services engineering work	

Schedule of key events and duties to be performed by the consultant

Stage 7 – Operational commissioning & Stage 8 – Post-project evaluation

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 7 – Operational commissioning								
Stage 8 – Post-project evaluation	Receive client briefing	Receive client briefing		Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Post-project evaluation	Co-ordinate and prepare report on post-project evaluation			Assist with evaluation of project against criteria established at stage 1	Assist with evaluation of project against criteria established at stage 1 Provide estimate of capital and revenue costs	Assist with evaluation of project against criteria established at stage 1	Assist with evaluation of project against criteria established at stage 1 Assist with estimates of capital and revenue costs	See: Capital Investment Manual: Post-Project Evaluation

Plan of work

Section C

Design and build contract strategy

Work stage:
2. Design
3. Tender and contract
4. Construction and equipment supply
5. Technical commissioning and handover
6. Post-completion
7. Operational commissioning
8. Post-project evaluation

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 2 – Design	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Full brief	Update and maintain detail programme for this stage, co-ordinate work of other consultants and report to project manager Establish design co-ordination policy and maintain under review			Collaborate in updating detail programme Contribute to design co-ordination policy	Collaborate in updating detail programme	Collaborate in updating detail programme Contribute to design co-ordination policy	Collaborate in updating detail programme Contribute to design co-ordination policy	
Brief acceptance certificate	Obtain brief acceptance certificates from other consultants Complete brief acceptance certificate and forward to project manager with certificates from other consultants			Provide brief acceptance certificate	Provide brief acceptance certificate	Provide brief acceptance certificate	Provide brief acceptance certificate	Brief acceptance certificate: full brief must not be changed after this point without clear justification and client approval

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Compliance with EC procedures and directives (where relevant)	Obtain information from other consultants and advise project manager on compliance with EC procedures and directives, (including UK regulations)			Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Provide information to assist in compliance with EC procedures and directives, (including UK regulations)	Compliance with all relevant EC directives and UK regulations
Sketch design **(this stage will normally only be required if a develop and construct strategy is used and duties should be added/deleted as required)**	Co-ordinate the work of other consultants in the development of the design, means of escape, compartments, room layouts and ensure that fire strategy, zoning and energy targets are complied with and that costs accord with the cost plan			Develop design Contribute to revision of cost plan Define means of escape and compartments Update room layouts and room elevations (ADB C-Sheets)	Update cost plan Check design and prepare cost studies	Define structural layout Assist in revision of cost plan Refine structural layout to accommodate compartmentation and services zoning	Develop design in accordance with co-ordination policy Contribute to revision of cost plan Compare area zoning proposals, layouts and preliminary sizing	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Sketch design (Contd)	Co-ordinate consultations with local authority and other statutory authorities and ensure that applications to obtain final planning approval are made and statutory submissions commenced			Consult with local authority and other statutory authorities, produce fire strategy and make application to obtain final planning approval. Commence statutory submissions Incorporate provisional service distribution and zoning layouts Design to energy targets	Check cost implications of local authority and other statutory authority requirements in relation to applications to obtain final planning approval and statutory submissions Update cost plan, cost checking and advise results of cost studies throughout design development	Consult with local authority and other statutory authorities and provide input to fire strategy and applications to obtain final planning approval. Commence statutory submissions Prepare design and co-ordinate with building elements	Consult with local authority and other statutory authorities and provide input to fire strategy and applications to obtain final planning approval. Commence statutory submissions Refine major plant areas and builder's work requirements Design to energy targets and report to lead consultant on energy usage and revenue costs	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Sketch design (Contd)				With service engineer co-ordinate plans including user outlets and all terminals (including luminaires)			With architect, co-ordinate plans including user outlets (including luminaires) and all terminals and size of major elements	
				Prepare quality statements		Prepare outline specification		
							Also detail design for specific areas	Design development frozen. Where changes are made to production information, the consultant making the change has a duty to inform adequately other members of the design team. Project manager, lead consultant and design team should endorse the design at this stage
	Agree material and construction specification			Prepare material and construction specification	Contribute material and construction specification	Contribute to material and construction specification	Contribute to material and construction specification	
	Co-ordinate and verify that statutory submissions are made			Provide information for finalising cost plan			Provide information for finalising cost plans	
	Co-ordinate finalising cost plan			With services engineer, agree ceiling layouts, outlets and grilles and all major builder's work	Finalise cost plan	Provide information for finalising cost plan	Room and engineering distribution layouts finalised. Agree ceiling layouts, outlets and grilles and all major builder's work	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Certificates of readiness to proceed to preparation of employer's requirements	Confirm that this has been completed by NHS body							Certificate of readiness to proceed to preparation of employer's requirements
Equipment schedule	Obtain information from client and other consultants and prepare schedules for groups 2 and 3 equipment; report to project manager			Contribute to preparation of equipment schedule	Contribute to preparation of equipment schedule	Contribute to preparation of equipment schedule	Contribute to preparation of equipment schedule	
Employer's requirements	Co-ordinate preparation of employer's requirement for construction, structure and services and room layouts			Prepare employer's requirements Prepare final room layouts	Advise on cost Prepare employer's requirements	Prepare employer's requirements	Prepare employer's requirements	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Employer's requirements (Contd)	Co-ordinate information for checking employer's requirements against cost plan. Take action on cost checking reports where necessary Monitor and co-ordinate preparation of employer's requirements co-ordinate work of other consultants, maintain programme and agree when the employer's requirements are frozen			Provide information for checking employer's requirements against cost plan Input to cost check Finalise employer's requirements	Check cost of employer's requirements against cost plan and prepare reconciliation Input to cost check Cost check and update cost plan Finalise employer's requirements	Provide information for checking employer's requirements against cost plan Input to cost check Finalise employer's requirements	Prepare information for checking employer's requirements against cost plan Input to cost check Advise on contract conditions relevant to the engineering work Finalise employer's requirements	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Planning permission	Co-ordinate statutory submissions to obtain approvals			Complete statutory submissions to obtain approvals		Complete statutory submissions to obtain approvals	Complete statutory submissions to obtain approvals	
Tender documentation	Provide input to and monitor the production of tender documents			Prepare tender documents	Prepare tender documents	Prepare tender documents	Prepare tender documents	
Pre-tender estimate	Co-ordinate update of risk assessment and contingency allowance; report to project manager			Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment Update estimate of contingency allowance Prepare pre-tender estimate, and update budget cost	Input to update of risk assessment and re- evaluation of contingency allowance	Input to update of risk assessment and contingency allowance Assist in preparation of pre-tender estimate	

Schedule of key events and duties to be performed by the consultant

Stage 2 – Design

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Pre-tender estimate (Contd)					Provide input to/update CIM Database records as required by client Update estimate of revenue costs		Input to review of revenue costs	
Design & QS certificates	Obtain design and QS certificates from other consultants, forward to project manager			Provide design certificate	Provide pre-contract and cost management certificate	Provide design certificate	Provide design certificate	Design certificates/ QS certificates
Certificates of readiness to proceed to tender	Obtain certificate of readiness to proceed to tender and forward to project manager			Provide certificate of readiness to proceed to tender	Provide certificate of readiness to proceed to tender	Provide certificate of readiness to proceed to tender	Provide certificate of readiness to proceed to tender	Certificates of readiness to proceed to tender

Schedule of key events and duties to be performed by the consultant

Stage 3 – Tender and contract

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 3 – Tender and contract	Receive client briefing			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Select tenderer	Update and maintain detail programme for this stage, co-ordinate work of other consultants and report to project manager Receive tender lists from project manager and co-ordinate comments			Comment on tender lists	Comment on tender lists	Comment on tender lists	Comment on tender lists	
Invite tenders	Invite tenders			Assist in the invitation of tenders	Assist in the invitation of tenders	Assist in the invitation of tenders	Assist in the invitation of tenders	
Receive and examine tenders	Co-ordinate tender appraisal (evaluation of contractor's proposals and contract sum analysis) and report to project manager			Examine tenders received (including evaluation of contractor's proposals) and make recommendations	Examine tenders received (including evaluation of contractor's proposals and contract sum analysis) and make recommendations	Examine tenders received (including evaluation of contractor's proposals) and make recommendations	Examine tenders received (including evaluation of contractor's proposals) and make recommendations	

Schedule of key events and duties to be performed by the consultant

Stage 3 – Tender and contract

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Receive and examine tenders (Contd)					Provide input to/update CIM Database records as required by client			
Contract documents	Co-ordinate production of contract documents			Assist with preparation of contract documents	Assist with preparation of contract documents	Assist with preparation of contract documents	Assist with preparation of contract documents	
Establish contract programme	Establish contract programme			Agree key dates for the contract	Agree key dates for the contract	Agree key dates for the contract	Agree key dates for the contract	
Post-tender estimate	Co-ordinate update of risk assessment contingency allowance, report to project manager			Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment Update estimate of contingency allowance Prepare post tender estimate and update budget cost	Input to update of risk assessment and re-evaluation of contingency allowance	Input to update of risk assessment and re-evaluation of contingency allowance	

Schedule of key events and duties to be performed by the consultant

Stage 3 – Tender and contract

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Establish approved sum and obtain certificate of readiness to award contract	Obtain copy of certificate of readiness to award contract from project manager							Certificate of readiness to award contract
Execution and control of works			Confirm condition of site with contractor Inspect works during construction for compliance with contract documents Receive drawings, calculations, etc. from contractor and audit for compliance with contract documents	Audit contractor's further proposals for compliance with contract documents Assist employer's agent to inspect works during construction for compliance with contract documents	Provide input to CIM database records as required by client	Audit contractor's further proposals for compliance with contract documents Assist employer's agent to inspect works during construction for compliance with contract documents	Audit contractor's further proposals for compliance with contract documents Assist employer's agent to inspect works during construction for compliance with contract documents	

Schedule of key events and duties to be performed by the consultant

Stage 4 – Construction and equipment supply

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Execution and control of works (Contd)			Administer the terms of the contract as employer's agent Maintain cost management procedures	Advise on change instructions	Advise on the financial implications of change instructions Input to post contract cost management procedures	Advise on change instructions	Advise on change instructions	
Health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan			Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	Contribute to health and safety file and health and safety plan	

Schedule of key events and duties to be performed by the consultant

Stage 4 – Construction and equipment supply

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 5 – Technical commissioning and handover			Receive client briefing	Receive client briefing		Receive client briefing	Receive client briefing	
Technical commissioning team			Collaborate with the project director/project manager to ensure that a technical commissioning team is established	Input to technical commissioning team		Input to technical commissioning team	Input to technical commissioning team	See: Capital Investment Manual – Commissioning a healthcare facility
Technical commissioning programme			Prepare technical commissioning programme and agree with project director/project manager; commissioning programme to be co-ordinated with scheme programme	Collaborate in preparation of technical commissioning programme		Collaborate in preparation of technical commissioning programme	Collaborate in preparation of technical commissioning programme	
Inspection and testing			Ensure that all inspections and tests are completed and results reached	Input to inspection and testing		Input to inspection and testing	Input to inspection and testing	

Schedule of key events and duties to be performed by the consultant

Stage 5 – Technical commissioning and handover

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Record drawings and operational/ maintenance manuals and health and safety file			Ensure that client is provided with a set of record drawings and guidelines on the operation and maintenance of the building services and health and safety file Check record drawings for compliance with contract documents	Assist employer's agent to check record drawings and project information manuals provided to the client by the contractor		Assist employer's agent to check record drawings and guidance on the operation and maintenance of the structure of the building provided to the client by the contractor	Assist employer's agent to check record drawings and operation and maintenance manuals for the engineering services provided to the client by the contractor	
Statutory certificates (fire etc)			Ensure that the necessary steps have been taken so that the client will be able to obtain fire and other statutory compliance certificates prior to occupation	Advise employer's agent on the steps required to enable the client to obtain fire and other statutory compliance certificates prior to occupation				
Certificate of practical completion			Co-ordinate issue of certificate of practical completion	Assist in the issue of certificate of practical completion	Assist in the issue of certificate of practical completion	Assist in the issue of certificate of practical completion	Assist in the issue of certificate of practical completion	Certificate of practical completion

Schedule of key events and duties to be performed by the consultant

Stage 5 – Technical commissioning and handover

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Construction certificates			Obtain construction certificate from contractor and forward to project manager					Construction certificates

Schedule of key events and duties to be performed by the consultant

Stage 6 – Post-completion

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/ building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 6 – Post Completion			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	See: Capital Investment Manual – Post-project evaluation
Final statement of account			Administer the terms of the contract relating to the agreement of the final statement of account for the whole of the works. Issue final certification of payment to contractor Obtain post-contract services and cost management certificate from quantity surveyor and forward to project manager	Assist in the evaluation of the contractor's final account and final statement	Assist in the evaluation of the contractor's final statement of account Provide post-contract services and cost management certificate and forward to lead consultant	Assist in the evaluation of the contractor's final account and final statement for the structural engineering work	Assist in the evaluation of the contractor's final account and final statement for the services engineering work	

Schedule of key events and duties to be performed by the consultant

Stage 7 – Operational commissioning and Stage 8 – Post-project evaluation

Work stages	Lead consultant	Contract administrator	Employer's agent	Architect/ building surveyor	Quantity surveyor	Structural engineer	Services engineer	Notes
Stage 7 – Operational commissioning								
Stage 8 – Post-project evaluation			Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	Receive client briefing	
Post-project evaluation			Assist with evaluation of project against criteria established at stage 1	Assist with evaluation of project against criteria established at stage 1	Assist with evaluation of project against criteria established at stage 1 Provide estimate of capital and revenue costs	Assist with evaluation of project against criteria established at stage 1	Assist with evaluation of project against criteria established at stage 1 Assist with estimates of capital and revenue costs	See: Capital Investment Manual – Post-project evaluation

Schedule 2 of the memorandum of agreement

This schedule lists those engineering services and associated equipment in relation to which the services engineer is required to perform the duties listed in schedule 1 of the memorandum of agreement and the supplementary annexure.

Items not required in the consulting engineer's appointment are to be deleted. Special items covered by the appointment are to be inserted. Items to be designed by others but co-ordinated under this appointment are to be prefixed by "X".

Acoustical design and treatment of the works
Air compressors and compressed air services
Air-conditioning and mechanical ventilation systems
Automatic blinds and shutters
Bedpan washing and disposal equipment
Boiler plants and auxiliaries
Calorifier plants
Central dictation systems

Central vacuum cleaning installations
Clock installations
Cold water services
Combined heat and power installations
Conveyor installations and equipment
Cooling water systems
Distribution mains for any services
Drainage and sewage treatment outside the building
Drainage systems within the building

Electrical distribution systems
Electrical lighting and power installations, including lighting fittings
Electric sub-stations
Energy conservation and thermal insulation
Energy management system
Exhaust gas treatment and flues
Fire detection and alarm systems
Fire protection systems
Floodlighting systems
Food preparation, cooking, conveying and serving equipment

Fuel gas incoming supply and distribution
Generating plant installations
Heating installations
Hot water services
Incoming electrical supplies
Incineration plant
Information technology systems
Intruder detection and alarm systems
Laundry equipment and services

Lightning protection systems
Lifts, hoists and escalators
Medical equipment – pre-installation works
Medical gas services
Medical vacuum systems

Pneumatic tube conveying systems
Power operated louvres
Public address personnel-location and call systems
Public health and plumbing services

Radio and television installations
Refrigeration installation and cold stores
Refuse collection and/or disposal systems including incinerators
Security access and control systems
Sound attenuation of services and associated equipment
Steam services and condensate-return systems
Sterilizing and bedpan washing or disposal equipment

Street lighting
Telephone equipment and distribution systems
Vibration control of services and associated equipment
Water treatment and filtration
Window cleaning and other external access equipment

Other specialised supply systems and/or plant services:

_____

_____

_____

_____

DATE: _____

A. AS WITNESS the hands of the parties the day and year first above written

Signed: _____
(Client)

Witness to the signature of the client: _____

Name: _____

Address: _____

_____

_____

Description

_____

Signed: _____
(Consultant)

Witness to the signature of the consultant: _____

Name: _____

Address: _____

_____

_____

Description:

_____

*OR

B. EXECUTED AS A DEED by the client
hereinbefore mentioned namely _____

_____ (NHS body)

by affixing its common seal
in the presence of:

(Authorised official): _____

* EXECUTED AS A DEED by the consultant hereinbefore mentioned namely _____
whose signature is here subscribed

For execution as a deed by an individual or partner

_____ (Consultant)

in the presence of (witness)

Name: _____

Address: _____

_____

_____

Description:

_____

For execution as a deed if the consultant is a company using its common seal

*ii EXECUTED AS A DEED by the consultant hereinbefore mentioned namely _____ (Consultant)

by affixing its common seal in the presence of:

_____ (Authorised signatory)

For execution as a deed if the consultant is a company registered under the Companies Act and it is not using a common seal

*iii EXECUTED AS A DEED by the consultant hereinbefore mentioned namely _____ (Consultant)

acting by a director and its secretary*/two directors* whose signatures are here subscribed:

Namely: _____

Signature: _____ (Director)

and _____ (Secretary/Director)

Signature: _____

*Delete as appropriate

NOTE 1: Use either A (under hand) or B (as a deed); delete alternative not used. If no deletion is made A will apply.

NOTE 2: PARTNERSHIP. If the consultant's practice is a partnership, the agreement must be executed by a partner duly authorised to sign on behalf of the partnership.

NOTE 3: COMPANY – WITH SEAL
If the consultant's practice is constituted as a company and it is affixing its common seal to the agreement, it must be signed by the officer(s) of the company who is/are authorised to witness the sealing.

NOTE 4: If the consultant's practice is constituted as a company registered under the Companies Act and it is not using a common seal, the agreement must be signed either by a director and the company secretary, or two directors.

Other publications in this series

Given below are details of other documents in the Concode series which are either published by HMSO or in preparation. Information is correct at time of publication of this document.

Contracts and commissions for the NHS estate: Policy 1993

Agreement for the appointment of project managers for commissions for construction projects in the National Health Service, 1995

Guide to the Agreement for the appointment of architects, surveyors and engineers for commissions in the National Health Service, 1995

Guide to the Agreement for the appointment of project managers for commissions for construction projects in the National Health Service, 1995

Agreement for the appointment of architects, surveyors and engineers for commissions in the NHS Vol 1: Scheme particulars, (Conditions of appointment, provision for fees and expenses, specimen certificates, definitions) memorandum or agreement, 1995

Vol 2: Supplementary annexure, 1995

Contracts and commissions for the NHS estate: Contract procedures, 1994

Guide to procedures for commissioning building and engineering consultants, 1994

Guide to the requirements of European Community public procurement directives, 1995

Guide to contract strategies for construction projects in the NHS, 1995

Guide to the JCT Standard Form of Building Contract, 1980 Edition, Local authorities, (as amended), 1995

Documents published by HMSO can be purchased from HMSO Bookshops in London (post orders to PO Box 276, SW8 5DT), Edinburgh, Belfast, Manchester, Birmingham and Bristol or through good booksellers.

Enquiries (but not orders) should be addressed to:
NHS Estates, Publications and Marketing Unit, Department of Health, 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE.

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The price of this publication has been set to make some contribution to the costs incurred by NHS Estates in its preparation.

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Activity DataBase – a computerised system for defining the activities which have to be accommodated in spaces within health buildings. *NHS Estates*

Estatecode – user manual for managing a health estate. Includes a recommended methodology for property appraisal and provides a basis for integration of the estate into corporate business planning. *HMSO*

Works Information Management System – a computerised information system for estate management tasks, enabling tangible assets to be put into the context of servicing requirements. *NHS Estates*

Health Building Notes – advice for project teams procuring new buildings and adapting or extending existing buildings. *HMSO*

Health Guidance Notes – an occasional series of publications which respond to changes in Department of Health policy or reflect changing NHS operational management. Each deals with a specific topic and is complementary to a related Health Technical Memorandum. *HMSO*

Health Technical Memoranda – guidance on the design, installation and running of specialised building service systems, and on specialised building components. *HMSO*

Health Facilities Notes – debate current and topical issues of concern across all areas of healthcare provision. *HMSO*

Firecode – for policy, technical guidance and specialist aspects of fire precautions. *HMSO*

Capital Investment Manual Database – software support for managing the capital programme. Compatible with the Capital Investment Manual. *NHS Estates*

Model Engineering Specifications – comprehensive advice used in briefing consultants, contractors and suppliers of healthcare engineering services to meet Departmental policy and best practice guidance. *NHS Estates*

Quarterly Briefing – gives a regular overview on the construction industry and an outlook on how this may affect building projects in the health sector, in particular the impact on business prices. Also provides information on new and revised cost allowances for health buildings. Published four times a year; available on subscription direct from NHS Estates. *NHS Estates*

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Printed in the United Kingdom for HMSO
Dd300393 3/95 C12 G559 10170

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